

City Clerk File No. Ord. 12-009

Agenda No. 3.A 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



# ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 12-009

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING  
HEIGHT AMENDMENTS TO THE NINTH STREET II STUDY AREA REDEVELOPMENT PLAN**

**WHEREAS**, the Municipal Council of the City of Jersey City adopted the Ninth Street II Study Area Redevelopment Plan in October 1978, and amended the Plan several times subsequently, most recently in January 2007; and

**WHEREAS**, the Planning Board, at its meetings of November 29, 2011 and January 10, 2012, heard testimony from neighborhood residents indicating that the Ninth Street II Study Area Redevelopment Plan would benefit from amendments to allow increases in the height of existing buildings; and

**WHEREAS**, the Planning Staff also proposed amendments to the Plan in an effort to modernize the language and better reflect the current existing conditions of the area; and

**WHEREAS**, the Planning Board, at its meeting of January 10, 2012, also recommended that the Municipal Council amend the Ninth Street II Area Redevelopment Plan to permit building height increase; and

**WHEREAS**, a copy of the Planning Board's recommended amendments to the Ninth Street II Area Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Ninth Street II Study Area Redevelopment Plan be, and hereby are, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, AICP  
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required

Not Required

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY  
CITY ADOPTING HEIGHT AMENDMENTS TO THE NINTH STREET II  
STUDY AREA REDEVELOPMENT PLAN**

This ordinance amends the Ninth Street II Study Area Redevelopment Plan to allow vertical additions to the existing homes, as well as to bring the dated language up to current planning standards.

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING HEIGHT AMENDMENTS TO THE NINTH STREET II STUDY AREA  
REDEVELOPMENT PLAN**

**2. Name and Title of Person Initiating the Ordinance, etc.:**

Carl Czaplicki, Director of Housing, Economic Development, and Commerce

**3. Concise Description of the Program, Project or Plan Proposed in the Ordinance:**

This ordinance amends the Ninth Street II Study Area Redevelopment Plan to allow vertical additions to the existing homes, as well as to bring the dated language up to current planning standards.

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

This amendment was initiated by the residents of the Ninth Street II Study Area Redevelopment Plan neighborhood. They wish to change the zoning to permit vertical additions to their homes in order to accommodate growing families. Additionally, Planning Staff has modified language throughout the plan to reflect current planning standards and existing conditions.

**5. Anticipated Benefits to the Community:**

This amendment is intended to enable the community to grow and change according to their vision.

**6. Cost of Proposed Plan, etc.:**

\$0.00. Plan was prepared by Division of City Planning staff.

**7. Date Proposed Plan will commence:**

Upon Adoption.

**8. Anticipated Completion Date: N/A**

**9. Person Responsible for Coordinating Proposed Program, Project, etc.:**

Robert D. Cotter, Director, City Planning 547-5050

**10. Additional Comments:**

**I Certify that all the Facts Presented Herein are Accurate.**

Robert D. Cotter  
Division Director

JAN 11, 2012  
Date

Carl Czaplicki  
Department Director Signature

1/11/12  
Date

# **Ninth Street II Study Area Redevelopment Plan**

**As adopted by the Municipal Council of the City of Jersey City**

**October 1978**

**Amended September 1983**

**Amended March 1984**

**Amended January 2007 – Ordinance #06-166**

**Draft 1/11/12 – Recommended by Planning Board**

**DIVISION OF CITY PLANNING**

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I. BOUNDARY DESCRIPTION

BEGINNING at the point and place of intersection of the centerlines of Tenth Street and Coles Street, thence in a westerly direction along the centerline of Tenth Street to the point of its intersection with the centerline of Brunswick Street, thence in a southerly direction along the centerline of Brunswick Street, thence in a southerly direction along the centerline of Brunswick Street to the point of its intersection with the extended southern lot line of Lot L2 of Block 393, thence in an easterly direction along said southern lot line to the point of its intersection with the eastern lot line of Lot L2 of Block 393, thence in a northerly direction along said eastern lot line and continuing along the eastern lot line of Lot L3 of Block 393 and extending along said lot line to the point of its intersection with the centerline of Ninth Street, thence in an easterly direction along said centerline to the point of its intersection with the centerline of Monmouth Street, thence in a southerly direction along said centerline to the point of its intersection with the extended southern centerline to the point of its intersection with the extended southern lot line of Lot 30 of Block 358, thence in an easterly direction along said southern lot line to the point of intersection with the eastern lot line of Lot 45 of Block 358, thence in a northerly direction along said eastern lot line to the point of its intersection with the centerline of Ninth Street, thence in an easterly direction along said centerline to the point of its intersection with the centerline of Coles Street, thence in a northerly direction along said centerline to the point and place of BEGINNING.

## II. REDEVELOPMENT PLAN GOALS AND OBJECTIVES

Renewal activities of the Ninth Street II Study Area will be undertaken in conformity with, and will be designed to meet the following goals and objectives.

1. To comprehensively redevelop the Ninth Street II Study Area by the elimination of negative and blighting influences and by providing new construction and site improvements where appropriate.
2. To provide for a variety of residential uses and housing types for both existing residents and prospective occupants in order to meet the housing needs of low, moderate and upper income households.
3. To provide for the improvements of the functional and physical layout of the project area for contemplated redevelopment and the removal of impediments for land disposition.
4. To provide construction related (temporary) jobs, and permanent jobs through the construction of new housing and public improvements.
5. To construct new housing for homeownership through a combination of private development financing and the selective use of public assistance.
6. To provide for the overall improvement of traffic circulation through the elimination of unnecessary streets wherever possible, and the development of new vehicular and pedestrian circulation systems which provide for the separation of vehicular and pedestrian traffic, as well as to provide for the maximum use of public transportation.
7. To provide for the maximization of private investment through the attraction of qualified developers capable of securing private financing commitments.
8. To provide for the stabilization and the increase of the tax base of the project area and the entire City by redeveloping non-revenue confidence on the part of existing and future residents both within the area and in contiguous neighborhoods.
9. To provide for the coordination of redevelopment activities to promote a uniform attack on blight which reinforces already existing renewal and improvement programs in adjacent areas in accordance with a plan that integrated the Ninth Street II Study Area with the existing physical and social fabric of the City of Jersey City.
10. To provide where necessary site improvements for both proposed and existing residential uses including new streets and sidewalks, street realignment, off-street

parking, open space, pedestrian malls, recreational areas, and new trees, where appropriate.

11. To maximize developer participation and contribute to the Ninth Street II Redevelopment Plan.

### III. TYPES OF PROPOSED REDEVELOPMENT ACTIONS

It is proposed to substantially improve and upgrade the Ninth Street II Study Area through a combination of redevelopment actions. These will include but not be limited to; 1) clearance of dilapidated structures; 2) retention and construction of sound compatible uses; 3) assembly into developable parcels the vacant and underutilized land now in scattered and varied ownership; and 4) provisions for a full range of public infrastructure necessary to service and support the new community.

### IV. BUILDING DESIGN OBJECTIVES FOR NEW CONSTRUCTION

- A) All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights-of-way and off-street parking, height and bulk.
- B) Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials.
- C) Buildings should be designed so as to be attractive from all vantage points.
- D) ~~Building setbacks should be varied to the extent practicable in order to provide an interesting interplay of buildings and open spaces.~~

### V. SPECIFIC OBJECTIVES

#### A) Submission of Redevelopment Proposals

Prior to commencement of construction, architectural drawings, specifications, and site plans for the construction of improvements to the redevelopment area shall be submitted by the developers for review and approval by the Planning Board of the City of Jersey City, and ~~Board of Commissioners of the Jersey City Redevelopment Agency.~~

**B) Site Plan Review**

Site plan review shall be conducted by the Jersey City Planning Board pursuant to NJS 40:55 D-1 et seq. Site Plan review shall consist of a preliminary site plan application and a final site plan application.

*As part of the final site plan approval process, the Jersey City Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53. Such performance guarantees shall be in favor of the City of Jersey City, in a form approved by either the Corporation Counsel of the City of Jersey City, or the Attorney for the Jersey City Planning Board. The amount of such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of improvements within one (1) year of final site plan approval.*

~~Preliminary site plan approval shall entitle an applicant to building permits. Final site plan approval shall not be submitted unless or until a development is substantially completed. No certificate of occupancy of any type shall be issued for such a development unless or until the Planning Board of the City of Jersey City has given site plan approval. The Jersey City Planning Board may require a developer to furnish performance guarantees pursuant to NJS 40:55D-53. Such performance guarantees shall be in favor of the City of Jersey City and in a form approved by either the Corporation Counsel of the City of Jersey City or the Planning Board Attorney of the City of Jersey City. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of improvements within one (1) year of final site plan approval.~~

**C) Subdivision Approval**

Any subdivision of lots and parcels of land within the redevelopment area shall be in accordance with the requirements of this plan and the land subdivision ordinance of the City of Jersey City.

**D) Deviation Requests**

*The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such*

*relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan.*

**E) Adverse Influences**

No use or re-use shall be permitted, which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, obnoxious dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety and general welfare.

**F) Restriction of Occupancy or Use**

There shall be no restriction of occupancy or use of any part of the project area on the basis of race, creed, color or national origin.

**G) Circulation and Open Space Design Objectives**

- Unless paved, all open space areas shall be landscaped and maintained in an attractive condition.
- Open spaces for both residential rehabilitation and new construction shall be provided where feasible and be so located as to provide for maximum usability by tenants, and to create a harmonious relationship of buildings and open space throughout the project area.
- Sidewalk areas shall be adequately provided for the movements of pedestrians through and around the site.
- Sidewalk areas shall be attractively landscaped and durable paved and shall be provided with adequate lighting.
- Trees and shrubs shall be planted along the curblines at not less than 30 foot centers or in grouping, in a regularly spaced pattern to further increase the aesthetic quality of redevelopment activities.
- Areas designated as improved open space shall be in addition to all parking, loading, yard and setback requirements.

**H) Off-Street Parking and Loading Objectives**

- Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with through traffic or obstruction to pedestrian walks and thoroughfares.
- Any surface parking facilities shall be landscaped; large concentration of parking shall be avoided; poured in place concrete curbing shall be used in parking areas to prevent vehicles from encroaching upon planted areas.
- All parking and loading areas abutting streets or residential zones shall be landscaped about their periphery with berms, shrubs, trees and/or ground cover.
- All required parking and loading areas shall be provided off-street. All such parking and loading areas shall be graded, paved with a durable dust-free surface, adequately drained, well landscaped, and all access points shall be defined and limited in accordance with the zoning ordinance of the City of Jersey City.
- *Front yard parking is prohibited.*

**I) Landscape Design Objectives**

- All open space, including yards, shall be landscaped with lawns, trees, shrubbery and other appropriate plant material unless said open space is specifically designated for other activities which require paving or other treatment. All screen planting shall be evergreen and only species with proven resistance to the urban environment in this area will be acceptable. Screen planting shall be a minimum of four (4) feet high planting. Material shall be planted balled and burlaped and be heavy and of specimen quality as established by the American Association of Nurserymen. At initial planting the material shall provide an opaque screen from the top of the shrub to within six (6) inches of grade. Other plant materials shall be heavy, and of specimen quality determined as above. All trees shall be a minimum of three and one-half (3 ½) inches in caliper. All plants, trees and shrubs shall be installed in accordance with the Division of Urban Research planting schedules.

**J) Interim Uses**

- Interim uses may be established, subject to agreement by the developers with the Planning Board, that such uses will not have an adverse effect upon existing or contemplated development during the interim use period, *not to exceed three years.*

**K) Underground Utility Placement**

- All utility distribution lines and utility service connections from such lines to the project area's individual uses shall be located underground, where feasible.

## VI. GENERAL PROVISIONS

- A) ~~M)~~ The regulations and controls in this section (Section VI, General Provisions) will be implemented where applicable by appropriate covenants, or other provisions, or agreements for land disposition and conveyance executed pursuant thereto.
- ~~N) The redeveloper shall begin and complete the development of the land and the construction of improvements agreed upon in the disposition contract within a reasonable amount of time as determined in said disposition contract between the Jersey City Redevelopment Agency and the designated redeveloper, wherever land has been conveyed by the Jersey City Redevelopment Agency.~~
- ~~O) The redeveloper shall agree to retain the interest acquired in the project land until the completion of the construction and development in the area required by this plan and the disposition instruments, and the redeveloper shall further agree not to sell, lease, or otherwise transfer the interest acquired or any part thereof without prior written approval of the Jersey City Redevelopment Agency, wherever land has been conveyed by the Jersey City Redevelopment Agency.~~
- B) ~~P)~~ No covenant, lease, conveyance or other instrument shall be affected or executed by the Jersey City Redevelopment Agency or by a redeveloper or any of his successors or assignees, whereby land within the project area is restricted by the Jersey City Redevelopment Agency or the redeveloper upon the basis of race, creed, color or national origin in the sale, lease, use or occupancy thereof.  
  
Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments.
- C) ~~Q)~~ No building shall be constructed over an easement in the project area without prior written approval of the Jersey City Redevelopment Agency and Jersey City Department of Engineering.
- ~~F) The Jersey City Redevelopment Agency and Jersey City Planning Board shall specifically reserve the right to review and approve the redevelopers' plans and specifications with respect to their conformance to the Redevelopment Plan. Such a review shall be on the basis of a site plan and/or construction plans submitted to both.~~

~~No additional construction or alteration to existing or proposed construction shall take place until a site plan reflecting such additional or revised construction shall have been submitted to, and approved by, both the Jersey City Redevelopment Agency and the Planning Board. This pertains to revisions or additions prior to, during and after completion of the improvements.~~

- D) ~~G)~~ The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of forty (40) years from the date of approval of this plan by the City Council of the City of Jersey City.
- E) ~~H)~~ All residential redevelopment proposals and construction plans shall meet applicable F.H.A. and/or H.F.A minimum room size requirements prior to approval by the Redevelopment Agency and the Planning Board.

## VII. GENERAL LAND USE PLAN

### 1. Land Use Map

Proposed Land Uses shall be shown on Map #3 "Land Use Map"

### 2. Land Use Provisions and Building Requirements – Townhouse District

#### A. Permitted Principal Uses

- ~~Detached dwelling units~~
- ~~Dwelling units with two dwelling units~~
- ~~*Single-family* Rowhouses and townhouses~~
- ~~*Public Utilities*~~
- ~~Townhouses~~
- ~~Garden Apartments~~
- ~~Public and Quasi-Public Uses~~
- ~~Mixed Uses Commercial/Residential~~

#### B. Accessory Uses Permitted

- ~~Private garages~~
- ~~Off-street parking~~
- ~~Recreation areas as part of a residential development~~
- ~~Fences and walls~~
- ~~Designed open space~~

#### C. Conditional *Accessory* Uses

- Professional offices as a home occupation
- Public utilities

D. Regulations and Controls

- Parcels designed residential shall be designed utilizing various materials to form a compatible overall architectural scheme
- Design open space shall be developed as an integral part in the overall design scheme.
- Where any questions arise in terms of definitions or terminology the *Land Development Zoning Ordinance* of the City of Jersey City shall govern.
- ~~Mixed use residential/commercial, shall limit commercial activities to the ground floor, and provide separate ingress and egress for the residential uses.~~
- Offices as a home occupation shall be designed as places for the transaction of business where *professional* reports are prepared, records kept, and services rendered, but where no retail sales are offered, ~~and shall be limited to licensed doctors, lawyers, architects, engineers and planners.~~

E. Maximum Height

- All residential uses four (4) stories or forty (40) feet
- ~~Mixed use residential/commercial four (4) stories or forty (40) feet~~
- ~~Public or Quasi-Public four (4) stories or forty (40) feet except that said building may have additional stories up to sixty (60) feet in height over not more than fifty (50) percent of the foundation area.~~
- For any building developed as a result of this redevelopment plan and the intervention and/or involvement of the Jersey City Redevelopment Agency and/or the Jersey City Planning Board, the height of any such building shall *only not* be increased or altered *to the permitted maximum height of four (4) stories or forty (40) feet as outlined in the bulk and design standards below* in any way such as by the addition of any additional stories or added ceiling or roof height.

*For buildings constructed as part of the 1983 (Ninth Street) project this applies to additions above the existing may not exceed two stories, the height of original construction. And, for buildings constructed as part of the 1994 (Tenth Street) project this applies to additions above the existing may not exceed two and one-half stories, the height of original*

construction. Vertical expansion beyond the height of original construction of any home in the Area is prohibited.

F. Area, Yard and Bulk

1. Detached dwellings and dwellings with two dwelling units

- ~~—Maximum Building Coverage—60%~~
- ~~—Minimum Lot Width—25 feet~~
- ~~—Minimum Lot Depth—100 feet~~
- ~~—Minimum Lot Area—2,500 sq. ft.~~
- ~~—Maximum Density—25 dwelling units per acre~~
- ~~—Minimum Yards—Front—5 feet~~
- ~~—Side—5 feet~~
- ~~—Rear—10 feet~~

1) 2) Single Family Rowhouses and Townhouses

- ~~- Maximum Building Coverage – 40%~~
- ~~- Minimum Lot Area – 1300 sq. ft.~~
- ~~- Maximum Density – 35 dwelling units per acre~~
- ~~- Minimum Yards – Front – 5 feet~~
- ~~Side – 0 feet~~
- ~~Rear – 20 feet~~

2. Garden Apartments

- ~~—Maximum Building Coverage—30%~~
- ~~—Minimum Lot Width—150 feet~~
- ~~—Minimum Lot Depth—100 feet~~
- ~~—Minimum Lot Area—15,000 sq. ft.~~
- ~~—Maximum Density—25 dwelling units per acre~~
- ~~—Minimum Yards—Front—5 feet~~
- ~~—Side—10 feet~~
- ~~—Rear—20 feet~~

4. Mixed Use Residential/Commercial

- ~~—Maximum Building Coverage—60%~~
- ~~—Minimum Lot Width—25 feet~~
- ~~—Minimum Lot Depth—100 feet~~
- ~~—Minimum Lot Area—2,500 sq. ft.~~
- ~~—Maximum Density—25 dwelling units per acre~~
- ~~—Minimum Yards—Front—5 feet~~
- ~~—Side—5 feet~~
- ~~—Rear—10 feet~~

5. Public and Quasi-Public Uses

- ~~Maximum Building Coverage 30 %~~
- ~~Minimum Lot Width 100 feet~~
- ~~Minimum Lot Depth 100 feet~~
- ~~Minimum Lot Area 10,000 sq. ft.~~
- ~~Minimum Yards Front 5 feet~~
- ~~Side 10 feet~~
- ~~Rear 10 feet~~

**G. Design Standards For vertical additions, the following design standards shall apply:**

- *Height shall not exceed maximum permitted height of the district*
- *Flat roofs are required. Mansards are permitted.*
- *All new windows shall match the existing windows below in size, dimension, style, and placement.*
- *Only masonry materials are permitted on front facades, except on mansard facades where other appropriate materials may be submitted for Board consideration.*
- *Vinyl siding is prohibited.*
- *A cornice is required. When already existing, it is preferable to reuse the existing cornice by moving it to the new building top. Property owners are required to cap and finish cornices on adjacent properties where they have been altered or cut to raise the adjoining cornice. No cornice shall appear "sawed off".*

**H. Minimum Off-Street Parking**

- All residential uses shall provide off-street parking at a ratio of not less than one (1) space per each dwelling unit.
- Professional offices as a home occupation or as part of the ground floor area of garden apartment complexes shall provide off-street parking at a ratio of not less than one (1) space per each three hundred (300) square feet of gross floor area devoted to the commercial use.
- ~~Public and Quasi Public uses shall provide off street parking at a ratio of not less than one (1) space per each six hundred (600) square feet of gross floor area plus one (1) space per each employee assigned to that use.~~

**I. H. Minimum Off-Street Loading**

- Off-street loading shall conform to Article IV of the *Land Development Zoning Ordinance* of the City of Jersey City

J. I. Maximum Sign Areas

~~— Mixed use commercial/residential shall be permitted one (1) sign not to exceed more than fifteen (15) percent of the first story façade to which it is attached.~~

- Professional offices as a home occupation shall be permitted one (1) *attached* sign either attached or free standing not to exceed two (2) square feet.

~~— Public and Quasi Public uses shall be permitted one (1) sign not to exceed twelve square feet either attached or free standing.~~

3. Land Use Provisions and Building Requirements – Re-Use District

A) Permitted Principal Uses

- Detached one and two family homes (*block 393, Lots L2 and L3 only*)
- Attached one and two family homes (*block 393, Lots L2 and L3 only*)
- Multi-family residential
- Warehouse conversions to residential uses

B) Accessory Uses

- Parking areas and garages
- Recreation and open space
- Fences and walls

C) Conditional Uses

- Nursing Homes
- Public utilities

D) Maximum Height

- One and two family homes – three stories or thirty five (35) feet
- Multi-family residential, Nursing Homes – five (5) stories or sixty five (65) feet
- Conversions to residential – existing heights shall not be exceeded, except for the provisions of elevator mechanisms, water towers, and such other architectural necessities. Provided, however, that one additional story, not to exceed fifteen (15) feet, may be added for penthouse apartments.

E) Area, Yard and Bulk

1. One and two family homes (Block 393 Lots L2 and L3)



- Warehouse conversions to residential uses – 0.33 space per dwelling unit.
- Nursing Homes – 1.0 space per 12 beds.

B. Off-Street Loading

- Nursing homes shall be required to provide adequate off-street loading areas to meet their anticipated needs. One berth, ten (10) feet by thirty (30) feet shall be provided.

C. Signs

- Multi-family residential and conversions to residential shall be permitted one (1) sign not to exceed ten (10) square feet, which sign must be attached flat against the primary wall.
- Nursing homes shall be permitted one (1) sign which may be free standing, not to exceed twelve (12) square feet and not to exceed ten (10) feet in height.

VIII. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

- A. The various elements of this Redevelopment Plan set forth above are in compliance with the requirement of the State and Local Law and there are no additional requirements with respect to a Redevelopment Plan which have not been complied with.
- B. The Redevelopment Pan contains all provisions necessary to fulfill statutory requirements of the City of Jersey City.
- C. The Redevelopment Plan proposes to attain identifiable local objectives as to appropriate land use, density of population, improved public utilities, traffic circulation, recreational and community improvements, and other public renovations.
- D. The following text referencing provision for the temporary relocation and permanent rehousing of persons residing within the Ninth Street II Study Area Redevelopment Project is presented to comply with statutory requirements of the State of New Jersey. The City of Jersey City through the services of the Jersey City Redevelopment Agency staff, will provide displaced families and individuals with the opportunity of being relocated into decent, safe, and sanitary housing which is within their financial means.

This office will be staffed by qualified personnel who will actively assist the families and individuals being displaced in finding adequate accommodations. All families and individuals being displaced will be interviewed to determine their rehousing requirements. In addition, a list of privately owned houses and apartments which have been inspected and certified as being safe, decent, and

sanitary will be maintained by the relocation staff from which individuals will be referred to such dwelling units which are within their financial means.

IX: PROCEDURE FOR AMENDING THE APPROVED PLAN

~~This Redevelopment Plan may be amended from time to time upon compliance with the requirements of law, provide that in respect to any land in the project area previously disposed of for use in accordance with the Redevelopment Plan, written consent is received from the owner of such lands whose interests therein are materially affected by such amendment or amendments.~~

*The Redevelopment Plan may be amended from time to time upon compliance with the requirements of law. A fee of One Thousand dollars \$1,000, plus all costs for copying and transcripts shall be payable by the applicant to the City of Jersey City for any request to amend this Plan. Fees shall not be charged for amendments proposed by local community block associations.*

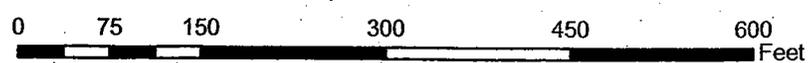


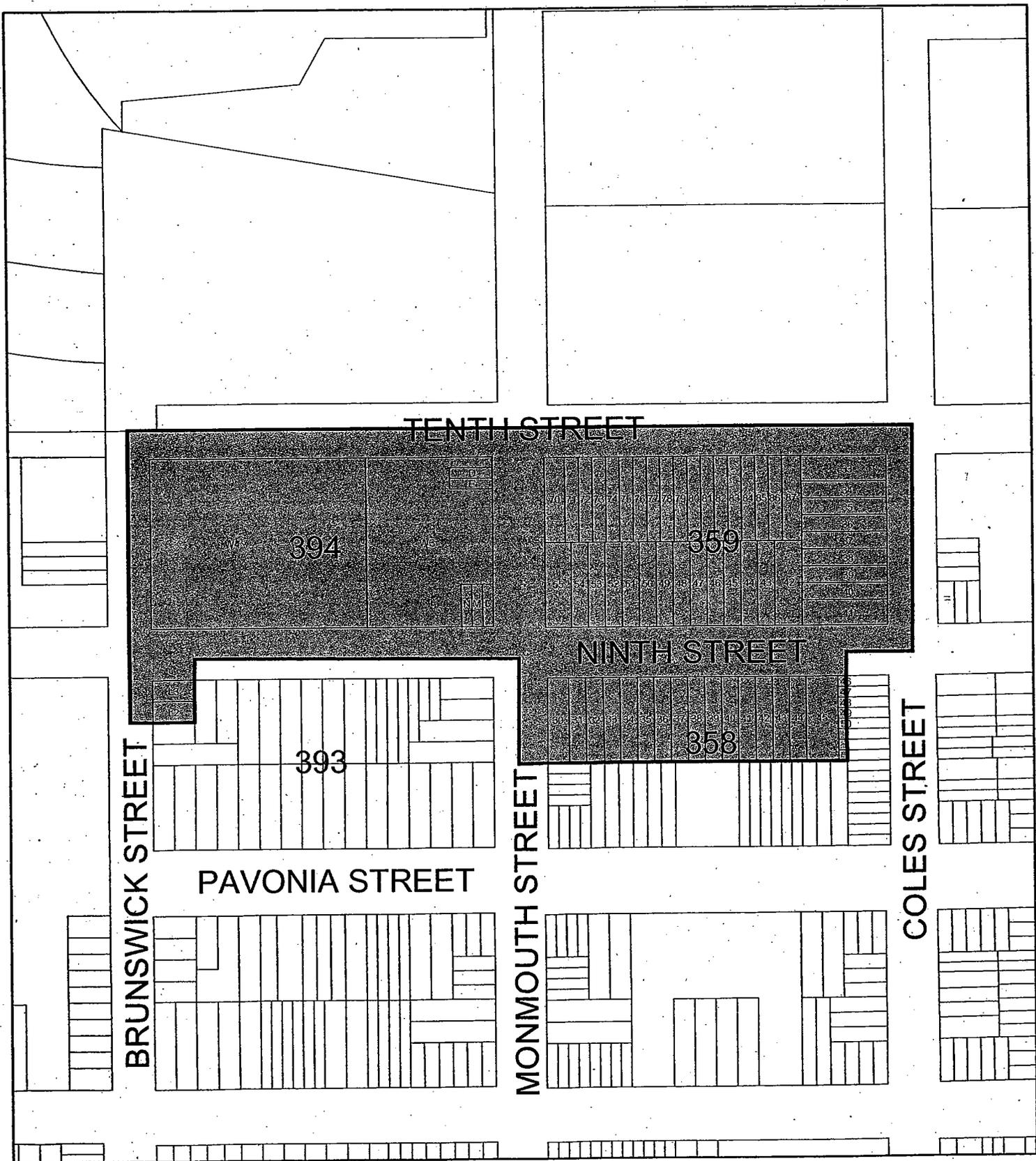
# Ninth Street II Redevelopment Plan Area Boundary Map

February, 1984



1 inch equals 150 feet





# Ninth Street II Redevelopment Plan Area Acquisition Map

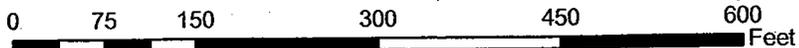
February, 1984

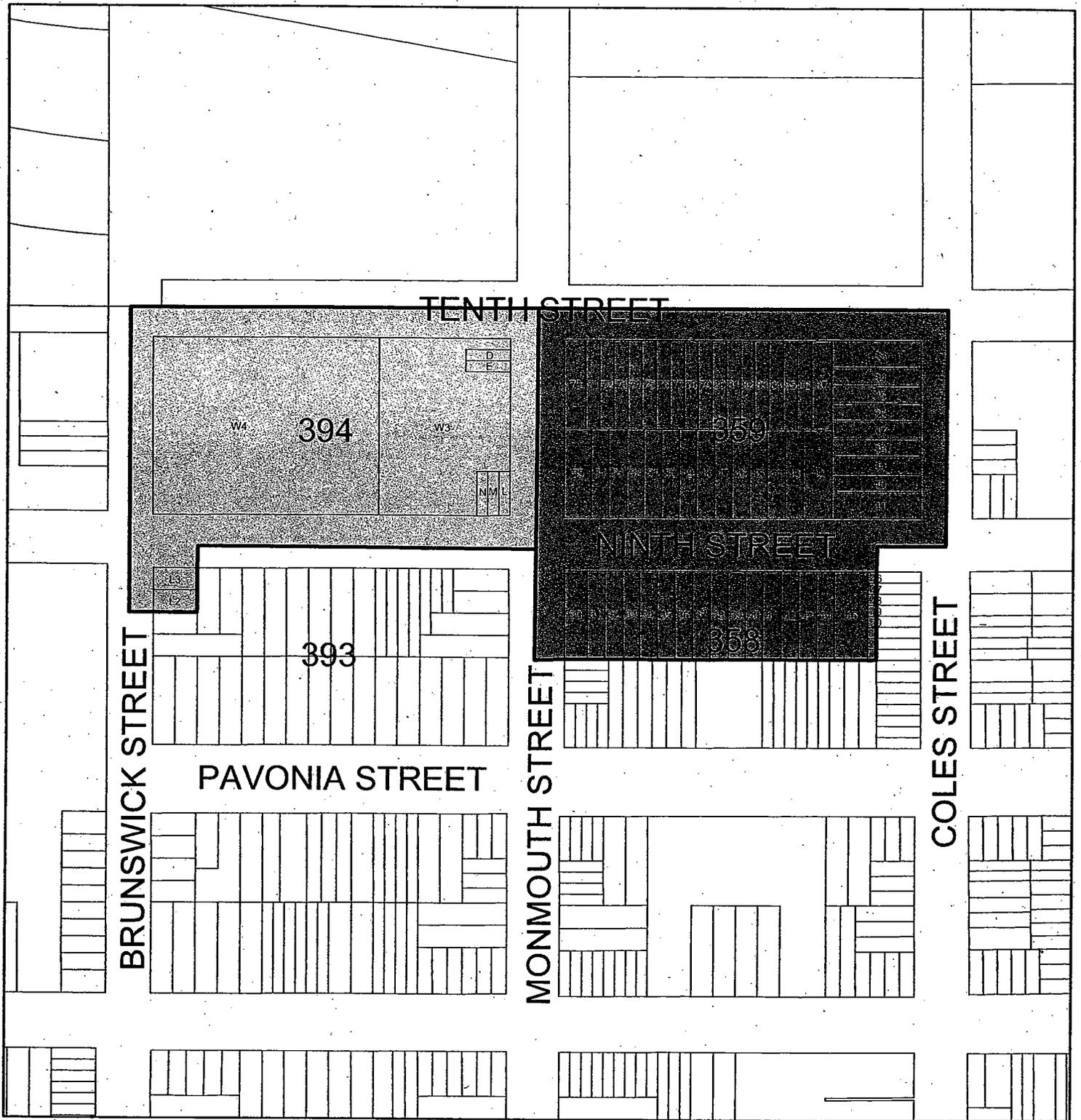


## Legend

 To Be Acquired

1 inch equals 150 feet





# Ninth Street II Redevelopment Plan Area Land Use Map

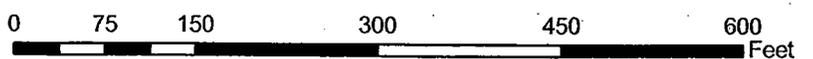
  
 Jersey City  
 Planning Division  
 30 Montgomery Street Suite 1400  
 Jersey City, NJ 07302-3821  
 Phone: 201.547.5810  
 Fax: 201.547.4323

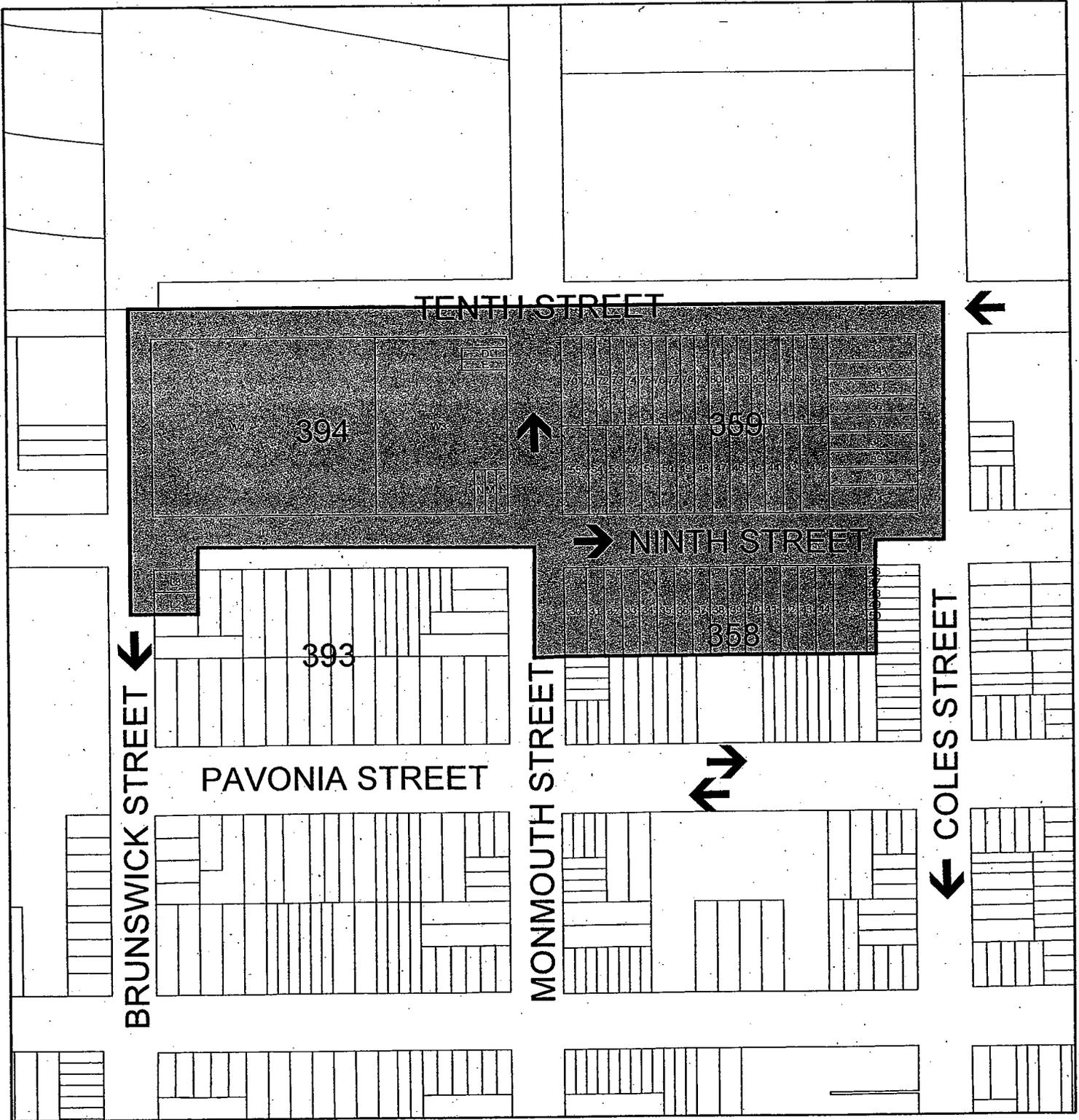
## Legend

-  Re-Use District
-  Townhouse District

February, 1984

1 inch equals 150 feet





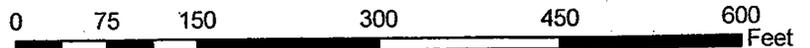
# Ninth Street II Redevelopment Plan Area Circulation Map

  
 Jersey City  
 City Planning Division  
 39 Montgomery Street Suite 1400  
 Jersey City, NJ 07302-2621  
 Phone: 201.547.5910  
 Fax: 201.547.4321



February, 1984

1 inch = 150 feet





City Clerk File No. Ord. 12-010

Agenda No. 3.B 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



# ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 12-010

**TITLE: ORDINANCE BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING A DEDICATION OF CERTAIN LAND AND IMPROVEMENTS LOCATED WITHIN THE MARION WORKS OFFICE/RESIDENTIAL DISTRICT.**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

WHEREAS, Vacant Parking Parcel, LLC ("VPP"), a Delaware limited liability company, is the owner of certain land and improvements thereon located on the corner of Dey Street and Senate Place, known as 47 Dey Street within the Marion Works Office/Residential District, which are the subject of this dedication; and

WHEREAS, VPP has constructed a park along with certain improvements including but not limited to landscaping, grass, hardscape, walkways, curbs, monuments, benches, street lighting equipment, drainage pipes, fencing, trash receptacles, and an irrigation system ("Improvements") within said land known as Block 613.5, Lot 24 and shown on Exhibit A attached hereto; and

WHEREAS, VPP desires to deliver a deed in perpetuity to the City of Jersey City and dedicate in fee simple said land and Improvements for use as a public park; and

WHEREAS, the City of Jersey City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 to accept the conveyance and dedication of lands for public purposes.

NOW, THEREFORE BE IT ORDAINED, by the Municipal Council of the City of Jersey City that:

1. The land, Improvements and appurtenances thereon located within the Marion Works Office/Residential District, more particularly described as follows:
  - a) Block 613.5, Lot 24, shown on Exhibit A attached hereto (the "Property") be and the same is hereby accepted and dedicated as a public park and right of way.
2. The City shall provide the Property with municipal services including, water, sewer, fire protection and police protection, including the enforcement of those local ordinances applicable to public parks and right-of-ways. The City shall pay for the cost of water, sewer, and electric service. The City shall perform all regular day-to-day maintenance of the Improvements and the Property. In addition, the City shall make repairs replacements to the Improvements and the Property.
3. The acceptance of this dedication shall be subject to the following terms and conditions:
  - a) Upon conveyance of the Deed of Dedication to the City, VPP shall provide the City with a two (2) year maintenance bond for the improvements in a form satisfactory to the City. During the two (2) year period after the conveyance of the Deed of Dedication, VPP shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of improvements or create a risk to public safety upon receiving notice of such deficiencies from the City's Municipal Engineer and/or Chief Architect. VPP shall correct all other

02012010

deficiencies at the end of the two (2) year period. The City shall be responsible for the regular operation, maintenance and repair of the Property and the Improvements and, upon the expiration of the aforementioned two year period, the City shall be responsible for the replacement and structural maintenance of the Improvements and Property, which are the subject of this dedication, in conformance with the minimum design and operational standards of the City for parks and recreation areas.

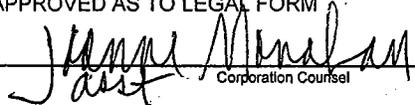
4. After the inspection of the Improvements and approval of all items by the City's Municipal Engineer and/or Chief Architect, the Mayor or Business Administrator is hereby authorized to:

- a) Subject to review and approval by the City's Corporation Counsel, execute the attached Park Dedication Agreement, Exhibit B.
- a) Subject to approval and acceptance by the City's Corporation Counsel of a title report provided by VPP, accept delivery of and record a Deed, in substantially the form of the attached Exhibit C, from VPP conveying title to the Property and Improvements;
- b) Subject to approval by the City's Corporation Counsel, execute all documents necessary to accomplish the dedication of the aforementioned Property and Improvements;
- c) Subject to review and approval by the Municipal Engineer, accept all easements described in paragraph 5 below; and

5. This dedication shall be subject to all easements affecting the Property recorded in the office of the Hudson County Register for the benefit of public or private entities for the purpose of operating and maintaining, inspecting, protecting, repairing, replacing or reconstructing existing gas, electric, water, sewer or utility lines including cable television wires and poles together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or any way relating to an entity's use or operation thereof

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

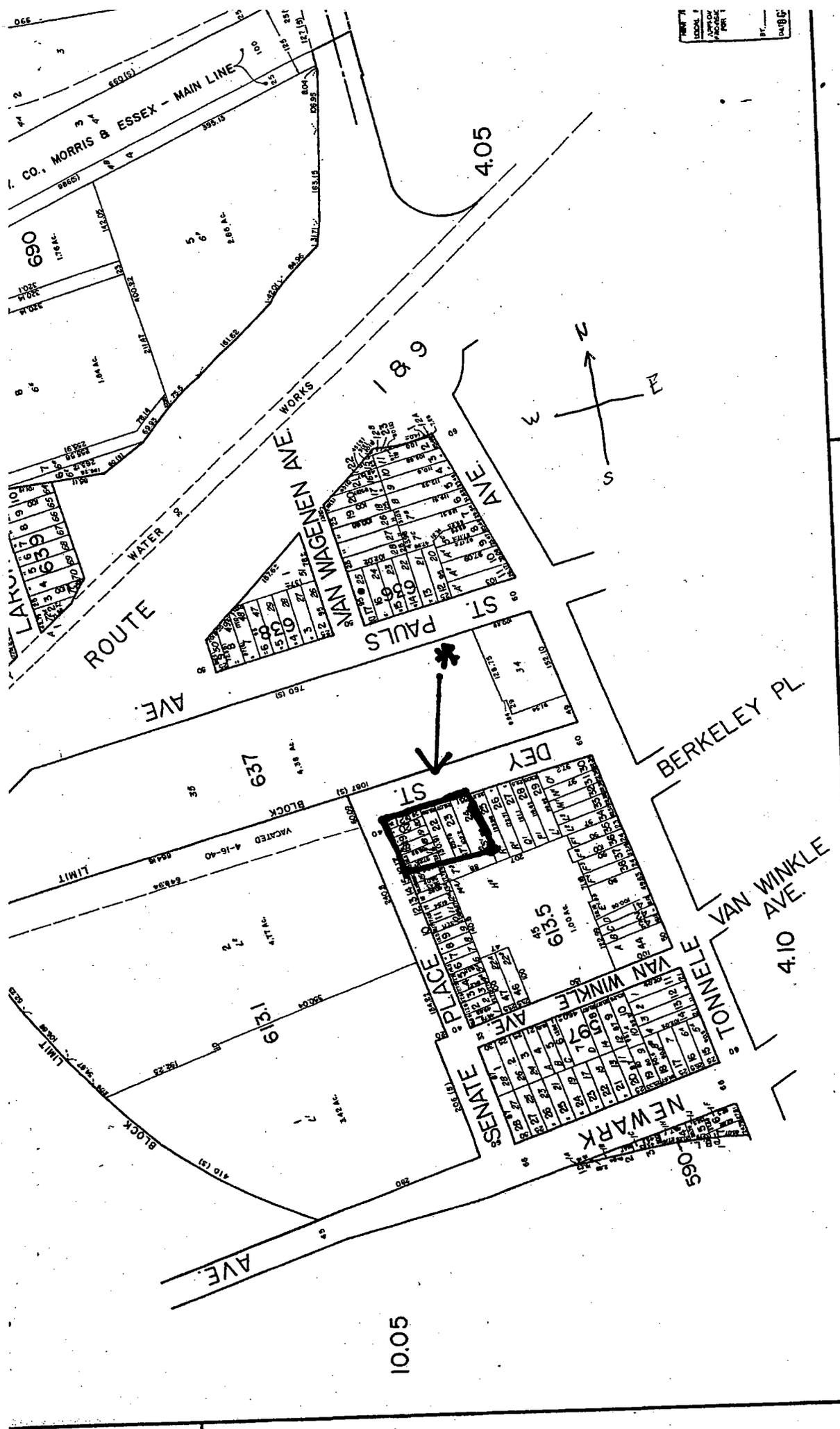
RR; 1-18-12

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

APPROVED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required   
Not Required

**EXHIBIT A**



10.05

4.05

4.10

690

637

635

637

697

ROUTE  
AVE

VAN WINKLEVILLE  
AVENUE

PAULS  
ST

DEWITT  
ST

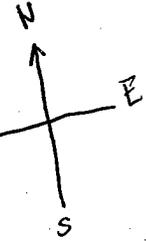
VAN WINKLEVILLE  
PLACE

VAN WINKLEVILLE  
AVE

TONNETTS  
AVE

NEWARK  
AVE

BERKELEY PL



CO., MORRIS & ESSEX - MAIN LINE

ROUTE  
AVE

ROUTE  
AVE

AVE

**DESCRIPTION**

**ALL THAT CERTAIN** plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson and State of New Jersey. The legal description is:

**BEGINNING** at a point at the corner formed by the easterly side line of Senate Place (46 feet wide) and the southwesterly side line of Dey Street (60 feet wide); said point having New Jersey State plane coordinates (NAD83) of North 694,795.207 feet and East 609,283.427 feet; and running

1. South 65 degrees 44 minutes 50 seconds East, 143.90 feet along the southwesterly side line of Dey Street (60 feet wide) to the northwesterly corner of Lot R2 in Block 613.5 as shown on the City of Jersey City Tax Assessment Map; said point is evidenced by an aluminum disk set in concrete North 19 degrees 50 minutes 27 seconds East, 5.00 feet of said corner; thence
2. South 19 degrees 50 minutes 27 seconds West, 103.95 feet along the westerly side line of Lot R2 in Block 613.5 (tax map) to the northerly line of Proposed Lot II (Lot 25) in Block 613.5 (tax map); thence
3. North 65 degrees 44 minutes 50 seconds West, 146.26 feet along the northerly side line of Proposed Lot II (Lot 25) in Block 613.5 (tax map) to the easterly side line of Senate Place (46 feet wide); thence
4. North 21 degrees 08 minutes 20 seconds East, 103.79 feet along the easterly side line of Senate Place (46 feet wide) to a point, the point and place of **BEGINNING**.

This description was prepared in accordance with a map entitled "Minor Subdivision, Canco Lofts" prepared by Dresdner Robin dated 3/12/10, last revised 4/12/10 (Job No. 749-05).

For information only: Said premises are known as 47 Dey Street, Jersey City, New Jersey and designated as Block 613.5 Lot 24 as shown on the Official Tax Map of the City of Jersey City, County of Hudson.

**EXHIBIT B**

**VACANT PARKING PARCEL, LLC  
PARK DEDICATION AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between VACANT PARKING PARCEL, LLC, a Delaware limited liability company, having an office c/o Corigin Real Estate Group, 505 Fifth Avenue, New York, New York 10017 (“VPP”), and the CITY OF JERSEY CITY, a public body corporate and politic existing under the laws of the State of New Jersey, having its offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (“CITY”).

WITNESSETH:

WHEREAS, VPP is the owner of certain improved land described in Exhibit I (“Property”), attached hereto and made a part hereof, located in the City of Jersey City, County of Hudson, and State of New Jersey, together with certain improvements, including, but not limited to landscaping, grass, street lighting equipment, monuments, drainage pipes, benches, an irrigation system, hardscape, walkways, curbs, trash receptacles and fencing (“Improvements”) (“Property” and “Improvements” are hereinafter collectively referred to as the “Park”); and

WHEREAS, the Park was constructed in accordance with the preliminary and final major site plan and minor subdivision approvals granted by the Planning Board of the City of Jersey City, as memorialized by Resolution Nos. P10-016 and P10-017 on May 11, 2010 for the property located at Block 613.5, Lot 24, also known as 47 Dey Street in Jersey City, New Jersey, f/k/a Block 613.5, parts of Lots 15A and T2, and Lots 16A, 17, 18, 19, 20, 21, T1 and S1; and

WHEREAS, VPP, by this Agreement, offers to convey, transfer and dedicate to the CITY, for the use and benefit of the public, fee simple title to the Park, subject to certain

conditions expressed in this Agreement, including certain easements, relating to the Property and Improvements; and

WHEREAS, the CITY by way of Ordinance \_\_\_\_\_ has agreed to accept such dedication, subject to the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual promises made by each of the respective parties and other good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Subject to the terms of this Agreement, VPP hereby conveys, transfers, and dedicates the Property and Improvements to the CITY, subject to delivery of a Deed transferring fee simple title to the Property and Improvements.

2. The CITY hereby accepts in its as-is condition, and without any representations or warranties with respect to fitness for use or otherwise, the conveyance, transfer and dedication to public use of the Property and Improvements.

3. The CITY shall perform the regular operation, maintenance and repair of the Property and Improvements in conformance with the minimum design and operational standards of the CITY for parks and recreation areas. When deemed necessary by the CITY, the CITY shall replace the Improvements in conformance with the minimum design standards of the CITY for parks and recreation areas. Subject to the approval of the CITY's Director of Parks and Forestry, the CITY shall have the right to close the Park from time to time to perform regular maintenance and repair of the Property and Improvements. The CITY shall provide the Park with water and sewer service at the sole cost and expense of the CITY, and the CITY will be responsible for the cost and expense of electricity for the Park. The CITY shall provide fire protection and police protection at its sole cost and expense and shall enforce those local ordinances applicable to parks and recreation areas for the benefit of the public.

4. The CITY shall indemnify, defend and hold harmless VPP, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the CITY's performance of the regular operation, maintenance and repair of the Property and Improvements or the CITY's failure to make the replacements to the Improvements as required herein, other than liability arising out of the sole negligence or intentional or wanton or willful acts of VPP.

5. The CITY and any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with the CITY's obligation to perform regular operation, maintenance and repair of the Land and Improvements or the CITY's obligation to make replacements to the Improvements as required herein.

6. In the event the CITY fails to timely perform the regular operation, maintenance and repair of the Property and Improvements, VPP shall give the CITY thirty (30) days written notice to cure such failure. If after thirty (30) days, the CITY has not remedied such failure, VPP may, in its sole and absolute discretion, undertake to perform such regular operation, maintenance and repair of the Property and Improvements at its sole cost and expense. Nothing in this paragraph shall create or impose upon VPP, any obligation to operate or perform any regular maintenance or repair the Property or Improvements.

7. The Property and Improvements to be dedicated shall be subject to compliance with all applicable federal, state, county and municipal laws and regulations, and subject to

inspection by the Jersey City Municipal Engineer, which approval shall not be delayed, conditioned or unreasonably withheld.

8. This Agreement shall be binding upon the officers, agents, administrators, successors and assigns of the parties hereto.

9. The parties hereby agree that the Deed for the Park will be delivered to and accepted by the CITY subject to the satisfaction of the terms and conditions set forth in City Ordinance \_\_\_\_\_.

10. The invalidity of any covenant, restriction, condition, limitation, exception, or other provision set forth in this Agreement, shall not impair or affect in any manner the validity, enforceability or effectiveness of the balance of this Agreement, and each covenant, restriction, condition, limitation or provision shall be enforceable to the greatest extent permitted by law.

11. The failure of any party to this Agreement to enforce any easement, covenant, restriction, condition, limitation, exception, or provision created by this Agreement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party subject to this Agreement must be duly made in writing in order to be considered a waiver of any other provision unless specifically made in writing as aforementioned.

12. The CITY agrees to record the Deed in the Hudson County Register's Office.

13. This Agreement may be amended or modified, in whole or in part, only by written instrument, in recordable form, executed by all parties hereto.

14. All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:

(a) if personally served upon each of the parties and any other party subject to this Agreement; or

(b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

- (1) Vacant Parking Parcel, LLC  
c/o Corigin Real Estate Group  
505 Fifth Avenue  
New York, New York 10017  
Attn: Legal Department – Spencer Romoff, Esq.
- (2) City of Jersey City  
Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302  
Attn: Robert Byrne, City Clerk
- (3) William C. Matsikoudis, Esq.  
Jersey City Law Department  
280 Grove Street  
Jersey City, New Jersey 07302

with a copy of each notice addressed to VPP also sent to:

Connell Foley LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07302  
Attn: James C. McCann, Esq.

12. The covenants, restrictions, exceptions, reservations, or other provisions made in this Agreement are legally binding on VPP and all who lawfully succeed to VPP's rights and responsibilities, including VPP's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions, made in this deed can be enforced by VPP and all who lawfully succeed to VPP's rights and responsibilities, including VPP's successors and assigns.

13. This Agreement shall be construed and governed by the laws of the State of New Jersey without giving effect to the principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

**WITNESS:**

**AS GRANTOR:**

**VACANT PARKING PARCEL, LLC,**

\_\_\_\_\_

**By:**

\_\_\_\_\_

**Name:**

**Title:**

**WITNESS:**

**AS GRANTEE:**

**CITY OF JERSEY CITY**

\_\_\_\_\_

**By:**

\_\_\_\_\_

**Name: Business Administrator**

Approved as to Legal Form:

\_\_\_\_\_  
RAYMOND P. REDDINGTON  
ASSISTANT CORPORATION COUNSEL

**EXHIBIT I**

**DESCRIPTION OF AREA TO BE DEDICATED**

**DESCRIPTION**

**ALL THAT CERTAIN** plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson and State of New Jersey. The legal description is:

**BEGINNING** at a point at the corner formed by the easterly side line of Senate Place (46 feet wide) and the southwesterly side line of Dey Street (60 feet wide); said point having New Jersey State plane coordinates (NAD83) of North 694,795.207 feet and East 609,283.427 feet; and running

1. South 65 degrees 44 minutes 50 seconds East, 143.90 feet along the southwesterly side line of Dey Street (60 feet wide) to the northwesterly corner of Lot R2 in Block 613.5 as shown on the City of Jersey City Tax Assessment Map; said point is evidenced by an aluminum disk set in concrete North 19 degrees 50 minutes 27 seconds East, 5.00 feet of said corner; thence
2. South 19 degrees 50 minutes 27 seconds West, 103.95 feet along the westerly side line of Lot R2 in Block 613.5 (tax map) to the northerly line of Proposed Lot II (Lot 25) in Block 613.5 (tax map); thence
3. North 65 degrees 44 minutes 50 seconds West, 146.26 feet along the northerly side line of Proposed Lot II (Lot 25) in Block 613.5 (tax map) to the easterly side line of Senate Place (46 feet wide); thence
4. North 21 degrees 08 minutes 20 seconds East, 103.79 feet along the easterly side line of Senate Place (46 feet wide) to a point, the point and place of **BEGINNING**.

This description was prepared in accordance with a map entitled "Minor Subdivision, Canco Lofts" prepared by Dresdner Robin dated 3/12/10, last revised 4/12/10 (Job No. 749-05).

**For information only:** Said premises are known as 47 Dey Street, Jersey City, New Jersey and designated as Block 613.5 Lot 24 as shown on the Official Tax Map of the City of Jersey City, County of Hudson.

**EXHIBIT C**

Prepared by:

\_\_\_\_\_  
James C. McCann, Esq.

**DEED DEDICATING CERTAIN LAND AND**  
**IMPROVEMENTS AS A PUBLIC PARK**

This Deed is made on this \_\_\_ day of \_\_\_\_\_, 2012,

**BETWEEN VACANT PARKING PARCEL, LLC**, a Delaware Limited Liability Company, whose address is 505 Fifth Avenue, New York, NY 10017

referred to as the Grantor,

**AND CITY OF JERSEY CITY**, a Municipal Corporation, whose address is c/o Office of City Clerk, 280 Grove Street, Jersey City, New Jersey 07302,

referred to as the Grantee.

**Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Jersey City **Block No. 613.5, Lot 24**, formerly known as Block 613.5, parts of Lots 15A and T2, and Lots 16A, 17, 18, 19, 20, 21, T1 and S1. (the "Property").

**WITNESSETH**, THAT THE Grantor, for and in consideration of the mutual promises made by each of the respective parties, and the Grantee being herewith fully satisfied, does by these presents remise, release and convey unto Grantee a deed transferring fee simple title to the Property with all of its rights and appurtenances, subject to certain easements, agreements, rights of entry, and reservations, and the conditions, exceptions, and reservations hereinafter expressed to hold for Grantee's use and benefit now and forever. The Grantee being herewith fully satisfied, does hereby accept the fee simple title described herein in its "as is" condition, without any representation or warranty with respect to fitness for use or otherwise.

- 1) The Property conveyed in this Deed consists of the following:

Certain land and improvements including but not limited to landscaping, grass, benches, monuments, drainage pipes, curbs, street lighting equipment, fencing, hardscape, walkways, an irrigation system, and trash receptacles ("Improvements") located in the City of Jersey City, County of Hudson and State of New Jersey, which are shown on Exhibits I and II attached hereto and made a part hereof.

- 2) In connection with the conveyance of this Deed, the Grantee covenants that:
- a) Grantee shall perform the regular maintenance, repair and operation of those items specifically described in paragraph 1 aforesaid in conformance with minimum design and operational standards of the Grantee for parks and recreation areas.
  - b) Grantee shall replace, when deemed necessary by the Grantee's Engineer and/or Architect, the items specifically described in paragraph 1 aforesaid in conformance with the minimum design standards of the Grantee for parks and recreation areas.
  - c) Grantee shall provide the Property with and be solely responsible for the cost of water and sewer service. Grantee shall be solely responsible for the cost of electrical service.
  - d) Grantee shall provide fire protection and police protection at Grantee's sole cost and expense and shall enforce those local ordinances applicable to parks and recreation areas for the benefit of the public.
  - e) Grantee shall indemnify, defend and hold harmless VPP, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with Grantee's performance of the regular operation, maintenance and repair of the Property and Improvements or Grantee's failure to make the replacements to the Improvements as required herein, other than liability arising out of the sole negligence or intentional or wanton or willful acts of the Grantor.
  - f) Grantee and any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with Grantee's obligation to perform regular operation, maintenance and repair of the Land and Improvements or Grantee's obligation to make replacements to the Improvements as required by this Agreement.

- g) In the event the Grantor determines that Grantee has failed to timely perform the regular operation, maintenance and repair of the Property and Improvements, the Grantor shall give Grantee thirty (30) days written notice to cure such failure. If after thirty (30) days, Grantee has failed to cure such failure, the Grantor may, in its sole and absolute discretion, undertake to perform such regular operation, maintenance and repair of the Property and Improvements at its sole cost and expense. Nothing in this paragraph shall create or impose upon the Grantor any obligation to operate or perform any regular maintenance or repair of the Property or Improvements.
- h) An easement of ingress and egress in favor of Grantor, its successors and assigns, for the operation, maintenance and repair of those items specifically described in paragraph 1 aforesaid, in the event that the Grantee fails to perform its obligation for the regular operation, maintenance, and repair of those items specifically described in paragraph 1 aforesaid.

3) The conveyance of this easement is made subject to the following:

a) All easements in, on, or below the Property, tangible property for the benefit of public or private entities for the purpose of installing, operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing gas, electric, water, sewer or other utility lines or utility services, together with the right of ingress and egress across the Property at all times for such purposes and all other purposes in connection with or in any way relating to the public or private utilities' respective use or operation of utility services.

b) All existing easements, encumbrances, and agreements which have been recorded in the Office of the Register of Hudson County prior to the effective date of this dedication.

4) The conveyance of this Deed is made subject to the following:

a) Subject to the approval of Grantee's Director of Parks and Forestry, Grantee shall have the right to close the Property to the public from time to time to perform its regular maintenance and repair obligations.

The invalidity of any covenant, restriction, exception, reservation, limitation or other provision set forth herein shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this conveyance and each covenant, restriction, reservation, exception, condition, limitation, or other provision shall be enforceable to the greatest extent permitted by law. The covenants, restrictions, exceptions, reservations, limitations, and provisions contained herein are covenants only and are not conditions, and the failure of the parties to satisfy any such covenants, restrictions, exceptions, reservations, limitations, or provisions shall not result in a forfeiture or reversion of title.

The failure of Grantor or Grantee to enforce any easement, covenant, reservation, exception, or restriction, limitation or provision created by this deed shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party to this Deed must be duly made in writing in order to be considered a waiver of any other provision thereof unless specifically made in writing as aforementioned.

The covenants, restrictions, exceptions, reservations, or other provisions made in this deed are legally binding on Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions, made in this deed can be enforced by Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this deed are legally binding on Grantee, and all who lawfully succeed to Grantee's rights and responsibilities, including Grantee's successors and assigns. The covenants, restrictions, limitations, restrictions, exceptions or other provisions made herein by Grantee can be enforced by Grantee and all future users of the Property, including Grantee's successors and assigns.

The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed shall be construed and governed by the laws of the State of New Jersey.

The covenants contained herein shall run with the lands and be construed as running with the lands, and shall be binding upon the parties hereto, their heirs, assigns and successors in title or in interest for as long as the purpose thereof continues.

All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Deed shall be in writing and shall be deemed to have been properly given or sent:

(a) if personally served upon each of the parties and any other party subject to this Deed; or

(b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

- (1) Vacant Parking Parcel, LLC  
c/o Corigin Real Estate Group  
505 Fifth Avenue  
New York, NY 10017  
Attn.: Legal Department - Spencer Romoff, Esq.

- (2) City of Jersey City  
Office of the City Clerk  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302  
Attn: Robert Byrne, City Clerk

with a copy of each notice addressed to Grantor also sent to:

James C. McCann, Esq.  
Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07311

Ray Reddington, Esq., Supervisory Asst. Corp. Counsel  
Jersey City Law Department  
280 Grove Street  
Jersey City, New Jersey 07302

**IN WITNESS WHEREOF**, the Grantor and Grantee have signed this Deed as of the date and year first above written.

**ATTEST:**

**GRANTOR:**

**VACANT PARKING PARCEL, LLC,  
a Delaware Limited Liability Company**

\_\_\_\_\_

**By:**

\_\_\_\_\_

**ATTEST:**

**GRANTEE:**

**CITY OF JERSEY CITY,  
a Municipal Corporation**

\_\_\_\_\_

**By:**

\_\_\_\_\_

STATE OF NEW \_\_\_\_\_ )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 2012, \_\_\_\_\_, personally came before me and stated under oath, to my satisfaction that:

- (a) this person was the subscribing witness to the signing of attached Deed;
- (b) the Deed was signed by \_\_\_\_\_, who is \_\_\_\_\_ of Vacant Parking Parcel, LLC, the entity named in this Deed, and was fully authorized to and did execute this Deed on its behalf.
- (c) This Deed was made for \$10.00 - nominal consideration- as the full and actual consideration paid or to be paid for the transfer of title as defined in N.J.S.A. 46:15-5); and
- (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

\_\_\_\_\_

Sworn and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_

STATE OF NEW JERSEY )  
 ) SS.:  
COUNTY OF HUDSON )

I CERTIFY that on \_\_\_\_\_, 2012, \_\_\_\_\_, personally came before me and stated under oath, to my satisfaction that:

- (a) this person was the subscribing witness to the signing of attached Deed;
- (b) the Deed was signed by \_\_\_\_\_, who is \_\_\_\_\_ of the Business Administration of the City of Jersey City, the entity named in this Deed, and was fully authorized to and did execute this Deed on its behalf.
- (c) This Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid for the transfer of title as defined in N.J.S.A. 46:15-5); and
- (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

\_\_\_\_\_  
Sworn and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012

---

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**DEED**

Dated: , 2012

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VACANT PARKING PARCEL, LLC  
a Delaware Limited Liability  
Company

Grantor,

TO

CITY OF JERSEY CITY,  
a Municipal Corporation,

Grantee.

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*Record and return to:*

City of Jersey City  
Law Department  
City Hall – 280 Grove Street  
Jersey City, NJ 07302  
Attn: Ray Reddington, Esq.

# Jersey City Law Department

## Memorandum

**To:** President and Members of the Municipal Council

**From:** Raymond Reddington, Supervisory Assistant Corporation Council *R.R.*

**Subject:** **Ordinance accepting the dedication as a park of certain land and improvements located in the Marion Works Office/ Residential District**

**Date:** January 18, 2012

---

Vacant Parking Parcel, LLC (VPP) is a developer that constructed a project within the Marion Works Office/Residential District. As part of its project, VPP constructed a park near the southeast corner of the intersection of Senate Place and Dey Street. VPP has offered to dedicate it as a public park. This ordinance authorizes the City to execute a Dedication Agreement and accept a Deed of Dedication subject to certain conditions including the review and acceptance of the improvements by the Municipal Engineer and the Chief Architect.

RR/cw

cc: Chuck Lee, Municipal Engineer  
Brian Weller, Chief Architect



# ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 12-011

TITLE:

**ORDINANCE AUTHORIZING THE EXECUTION OF A DEED NOTICE  
IMPOSING DEED RESTRICTIONS ON A PROPERTY KNOWN AS BLOCK 2081,  
LOT A1.99 ALSO KNOWN AS 73-85 BISHOP STREET**

**WHEREAS**, the City of Jersey City (City) is the owner of property known as Block 2081, Lot A1.99 also known as 73-85 Bishop Street (Property); and

**WHEREAS**, the City acquired the Property as vacant land and constructed the Police and Fire Public Safety Communications Center which was completed July 15, 2009; and

**WHEREAS**, pre-construction soil testing revealed that various contaminates were present in the Property's soil; and

**WHEREAS**, the New Jersey Department of Environmental Protection approved an environmental remedial action plan on December 24, 2007 that permitted some contaminated soil to remain in certain areas of the Property; and

**WHEREAS**, because of the presence of the remaining soil contamination, N.J.S.A. 58:10B-13 requires that the City execute and record a Deed Notice affecting the Property.

**NOW, THEREFORE, BE IT ORDAINED**, by Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute and record a Deed Notice to impose certain environmental controls and use restrictions on Block 2081, Lot A1.99 also known as 73-85 Bishop Street;
2. The Deed Notice shall be in substantially the form attached hereto, subject to such modifications as the Business Administrator or the Corporation Counsel deems necessary or appropriate; and
3. The Mayor or Business Administrator is authorized to execute any other documents that are necessary or appropriate to effectuate the purposes of this ordinance.

RR/cw  
01/04/11

0 2 0 1 2 0 0 0

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required

Not Required

Prepared by:



Richard D. Lev, C.P.G.

Recorded by:

\_\_\_\_\_  
[Signature, Officer of County Recording Office]

\_\_\_\_\_  
[Print name below signature]

### DEED NOTICE

This Deed Notice is made as of the 18 th day of Nov., 2011, by the City of Jersey City, 280 Grove Street, Jersey City, NJ 07302 (together with his/her/its/their successors and assigns, collectively "Owner").

1. **THE PROPERTY.** The City of Jersey City, 280 Grove Street, Jersey City, NJ 07302 is the owner in fee simple of certain real property designated as Block 2081 Lot A1.99 on the tax map of the City of Jersey City, Hudson County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is 032636; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. **DEPARTMENT'S ASSIGNED BUREAU.** The Bureau of Northern Field Operations was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was NJDEP Preferred ID No. 032636, and Case No. 07-02-12-0902-54.

3. **SOIL CONTAMINATION.** The City of Jersey City has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved a remedial action on December 24, 2007, such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. **CONSIDERATION.** In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the

5177-004\*1E

restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

5B. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.

#### 6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Deed Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Deed Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures

that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Deed Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413]

**7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION.** The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded;

**7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION.** The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their

ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the Property prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

#### 9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Areas at the Property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any

conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Deed Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413.

**10. ENFORCEMENT OF VIOLATIONS.**

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

**11. SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

**12. SUCCESSORS AND ASSIGNS.** This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

**13. MODIFICATION AND TERMINATION.**

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the Property, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the Hudson County Register Deed and Mortgages, New Jersey, expressly modifying or terminating this Deed Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

- i. i. Exhibit A-1: A Site Vicinity Map that identifies, by name, the roads and other important geographical features in the vicinity of the Property is provided in Exhibit A-1.
- ii. ii. Exhibit A-2: A Tax Map that identifies the property and neighboring lots is provided as Exhibit A-2.
- iii. iii. Exhibit A-3: Metes and Bounds Description - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;
- iv. Exhibit A-4: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

- i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:
  - (A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system (Exhibit B-3);
  - (B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and
  - (C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.
- ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes:
  - (A) Sample location designation from Restricted Area map (Exhibit B-1);
  - (B) Sample elevation based upon mean sea level;

(C) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(D) The restricted and unrestricted use standards for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each elevation (or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2).

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those describe above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice; and

(3) The objective of the restrictions.

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the Property is consistent with the restrictions in this Deed Notice;  
and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Concrete Slabs and Sidewalks: Exhibit C-2 includes a narrative description of concrete slabs and sidewalks as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iii. Exhibit C-3: Concrete Pavement: Exhibit C-3 includes a narrative description of concrete pavement as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iv. Exhibit C-4: Landscaped Soil and Stone Cap Areas: Exhibit C-4 includes a narrative description of landscaped soil and stone cap areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:

City of Jersey City

Robert Byrne  
ROBERT BYRNE, CITY CLERK  
[Print name and title]

By John W. Kelly, City Administrator  
John W. Kelly  
[Signature]

STATE OF NEW JERSEY  
COUNTY OF HUDSON

SS.:

I certify that on NOV 18, 2011, JOHN W. KELLY

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the BUSINESS ADMINISTRATOR of City of Jersey City,  
the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the [president/vice president] of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the corporation which was affixed to this document;  
and

(e) this person signed this proof to attest to the truth of these facts.

Robert Byrne  
[Signature]

ROBERT BYRNE, CITY CLERK  
[Print name and title of attesting witness]

Signed and sworn before me on NOV 18, 2011

Renée Jackson, Notary Public

RENÉE JACKSON  
[Print name and title]

**RENÉE MICHELE JACKSON**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 7/23/14**

5177-004\*1E

## **EXHIBITS**

### **EXHIBIT A- MAPS OF PROPERTY AND VICINITY**

EXHIBIT A-1: VICINITY MAP

EXHIBIT A-2: TAX MAP

EXHIBIT A-3: METES AND BOUNDS DESCRIPTION

EXHIBIT A-4: PROPERTY MAP

### **EXHIBIT B- DESCRIPTION OF RESTRICTED AREAS**

EXHIBIT B-1: RESTRICTED AREA MAP

EXHIBIT B-2: RESTRICTED AREA DATA TABLE

EXHIBIT B-3: CROSS SECTION OF ENGINEERING CONTROLS

### **EXHIBIT C – NARRATIVE DESCRIPTION OF INSTITUTIONAL CONTROLS**

EXHIBIT C-1: DEED NOTICE AS INSTITUTIONAL CONTROL

EXHIBIT C-2: CONCRETE SLABS AND SIDEWALKS AS ENGINEERING CONTROL

EXHIBIT C-3: CONCRETE PAVEMENT AS ENGINEERING CONTROL

EXHIBIT C-4: LANDSCAPED SOIL AND STONE CAP AREAS AS  
ENGINEERING CONTROL

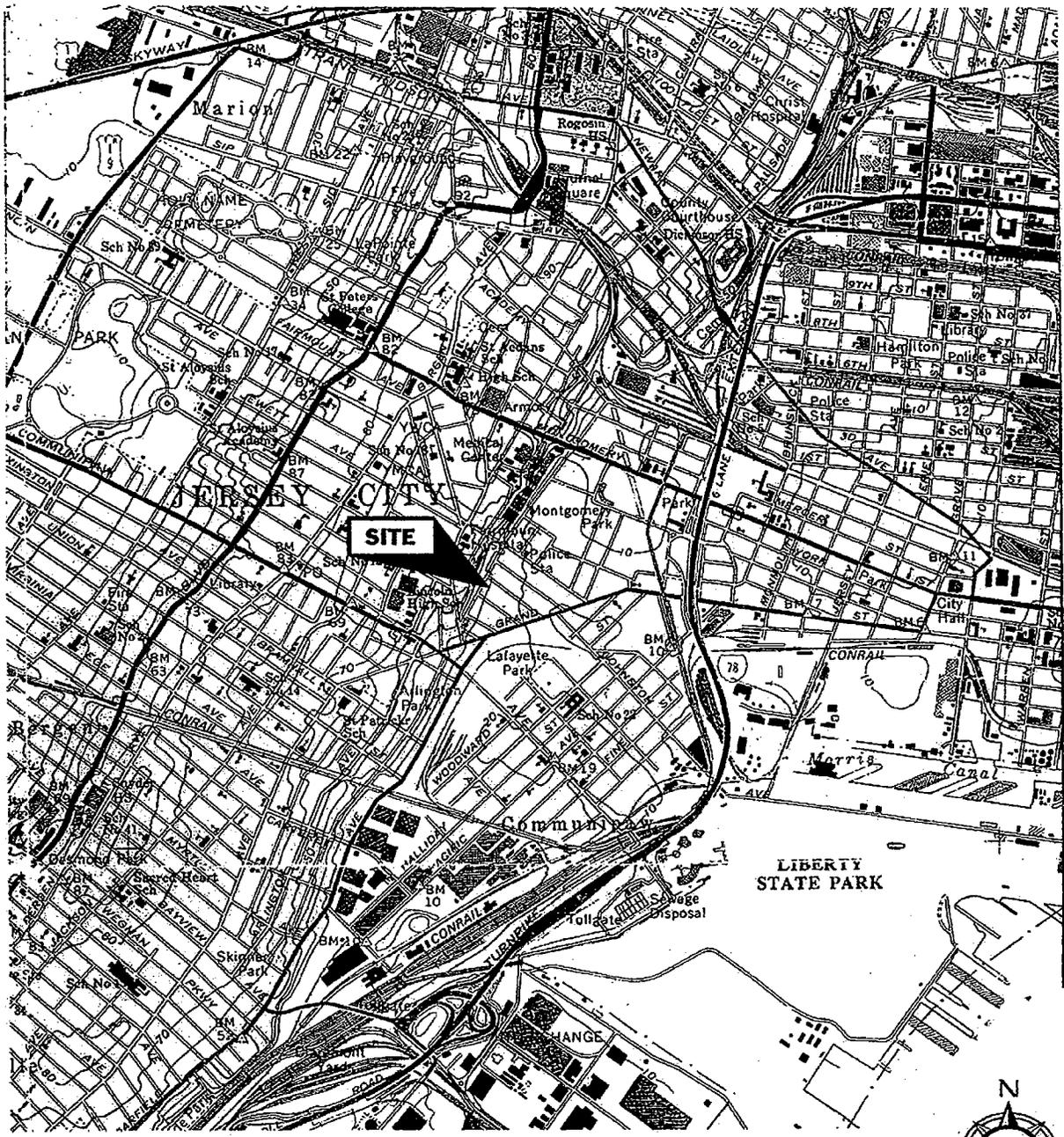
**EXHIBIT A**  
**MAPS OF PROPERTY AND VICINITY**

**Exhibit A-1: Vicinity Map**

**Exhibit A-2 Tax Map**

**Exhibit A-3 Metes and Bounds Description**

**Exhibit A-4 Property Map**



FROM: "Jersey City, NJ-NY Quadrangle, 7.5 Minute Series (Topographic)" USGS, 1967, Photorevised 1981.

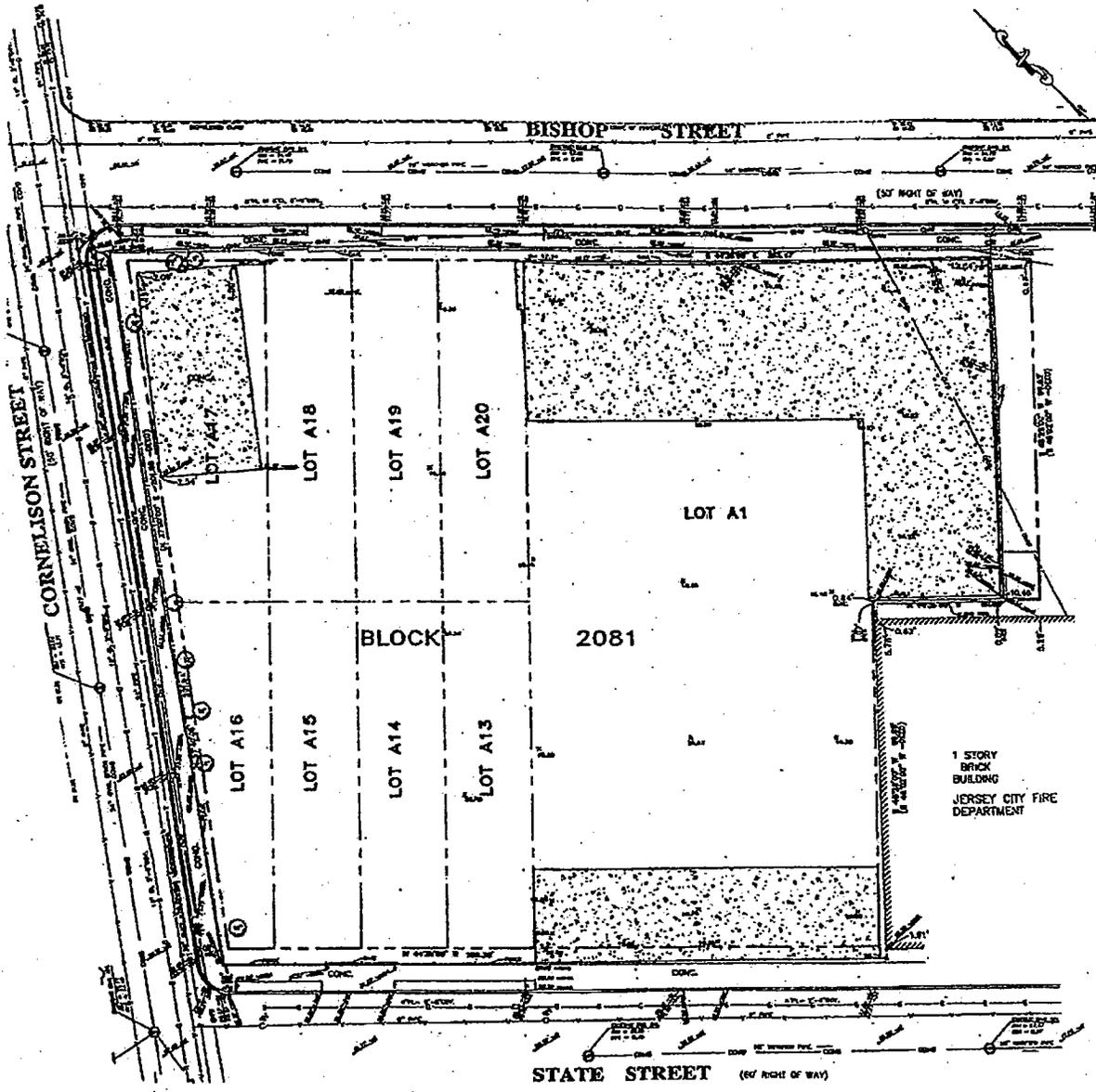


**MELICK-TULLY AND ASSOCIATES, P.C.**  
 Geotechnical Engineers  
 & Environmental Consultants  
 117 Canal Road  
 South Bound Brook, New Jersey 08880  
 (908) 356-3400

**VICINITY MAP**

**DEED NOTICE**  
**BLOCK 2081, LOT A1.99**  
**JERSEY CITY, HUDSON COUNTY, NEW JERSEY**  
**CITY OF JERSEY CITY**

<b>JOB NO.</b> 5177-004*1E	<b>FILE NO.</b> 23339	<b>DR. BY</b> TE	<b>CHK. BY</b> RDL	<b>DATE</b> 1-21-09	<b>SCALE</b> 1" = 2000'	<b>EXHIBIT</b> A-1
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Ref: "Existing Conditions Plan," Urbahn Architects, Drawing C-1.0, 12-22-06.



**MELICK-TULLY AND ASSOCIATES, P.C.**  
 Geotechnical Engineers  
 & Environmental Consultants  
 117 Canal Road  
 South Bound Brook, New Jersey 08880  
 (908) 356-3400

**TAX MAP**

**DEED NOTICE**

**BLOCK 2081, LOT A1.99**

**JERSEY CITY, HUDSON COUNTY, NEW JERSEY  
 CITY OF JERSEY CITY**

<b>JOB NO.</b> 5177-004*1E	<b>FILE NO.</b> 23339	<b>DR. BY</b> TE	<b>CHK. BY</b> ROL	<b>DATE</b> 1-21-09	<b>SCALE</b> 1" = 40'	<b>EXHIBIT</b> A-2
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**LEGAL DESCRIPTION**

**BEGINNING** at the point of intersection of the Southeasterly line of Cornelison Avenue with the Northeasterly line of State Street, and from said beginning point running thence.

1. Along said line of Cornelison Avenue North 37 degrees East 201.88 feet to the Southwesterly line of Bishop Street; thence
2. Along said line of Bishop Street South 44 degrees 35 minutes East 265.97 feet; thence
3. South 46 degrees 02 minutes West 99.85 feet; thence
4. Parallel with said line of Bishop Street North 44 degrees 35 minutes West 50 feet; thence
5. South 46 degrees 02 minutes West 99.85 feet to the said line of State Street; thence
6. Along said line of State Street North 44 degrees 35 minutes West 188.50 feet to the said line of Cornelison Avenue and the point or place of **BEGINNING**.

The premises to be insured known as Lot A.1, 13-20A, in Block 2081 on the Tax Map of the City of Jersey City, County of Hudson, State of New Jersey

Also known and designated as: 73-85 Bishop Street, Jersey City, New Jersey 07303

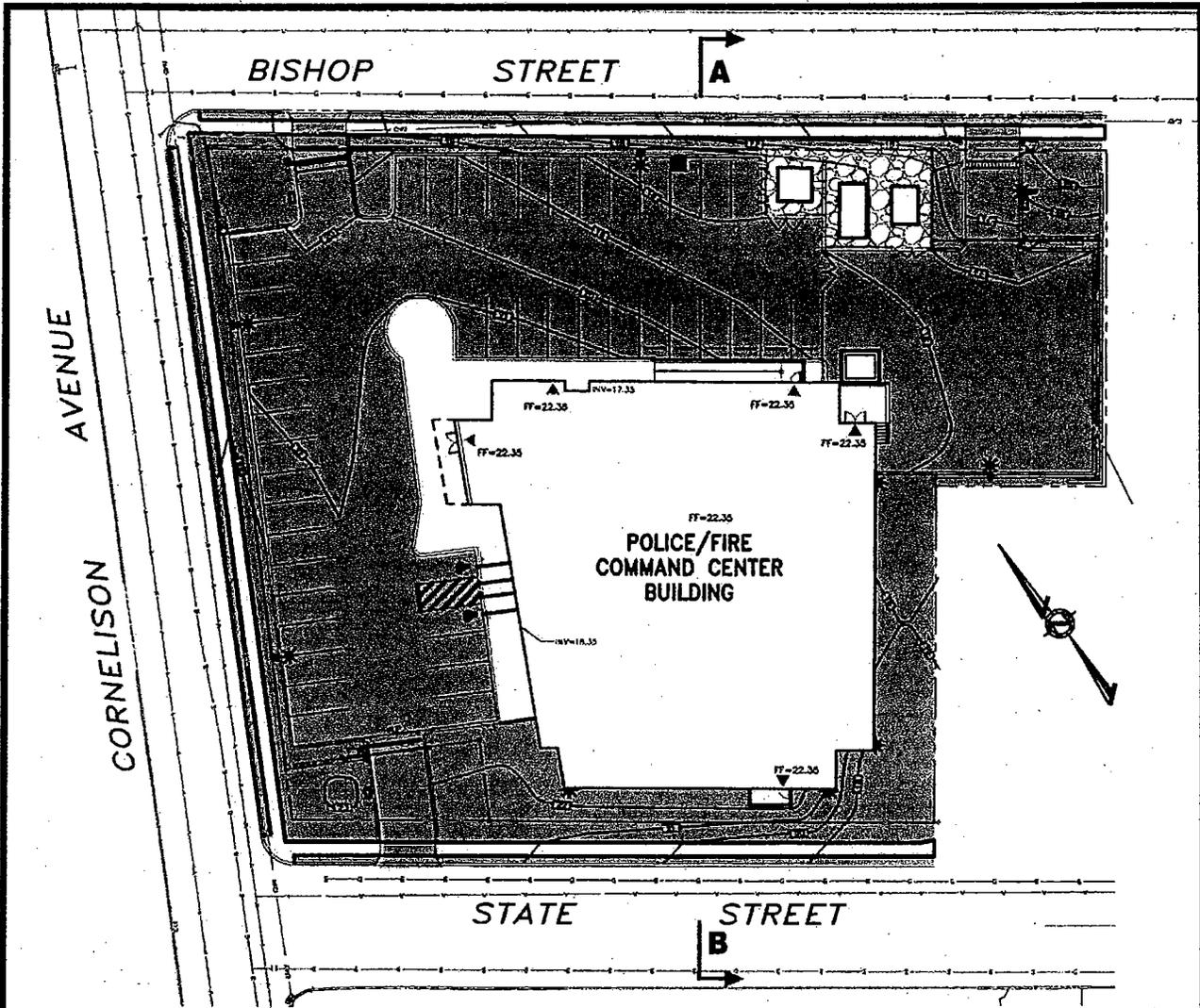


**MELICK-TULLY AND ASSOCIATES, P.C.**  
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 & Environmental Consultants  
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**METES AND BOUNDS DESCRIPTION**

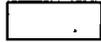
**DEED NOTICE**  
**BLOCK 2081, LOT A1.99**  
**JERSEY CITY, HUDSON COUNTY, NEW JERSEY**  
**CITY OF JERSEY CITY**

<b>JOB NO.</b> 5177-004*1E	<b>FILE NO.</b> 23339	<b>DR. BY</b> TE	<b>CHK. BY</b> RDL	<b>DATE</b> 1-21-09	<b>SCALE</b> NA	<b>EXHIBIT</b> A-3
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KEY:

PROPOSED ENGINEERING CONTROLS:

-  CONCRETE SLAB/SIDEWALK/CURB AREA
-  CONCRETE PAVEMENT CAP AREA
-  SOIL AND MIRAFI CAP AREA
-  STONE AND MIRAFI CAP AREA

 **A**  **B** REFER TO EXHIBIT B-3  
(CROSS SECTION OF ENGINEERING CONTROLS)



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 & Environmental Consultants  
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**PROPERTY MAP**

**DEED NOTICE**  
 BLOCK 2081, LOT A1.99  
 JERSEY CITY, HUDSON COUNTY, NEW JERSEY  
 CITY OF JERSEY CITY

JOB NO. 5177-004\*1E

FILE NO. 23339

DR. BY  
VJD

CHK. BY  
RDL

DATE  
1-30-09

SCALE  
1"=50'

EXHIBIT  
A-4

## **EXHIBITS**

### **EXHIBIT A- MAPS OF PROPERTY AND VICINITY**

EXHIBIT A-1: VICINITY MAP

EXHIBIT A-2: TAX MAP

EXHIBIT A-3: METES AND BOUNDS DESCRIPTION

EXHIBIT A-4: PROPERTY MAP

### **EXHIBIT B- DESCRIPTION OF RESTRICTED AREAS**

EXHIBIT B-1: RESTRICTED AREA MAP

EXHIBIT B-2: RESTRICTED AREA DATA TABLE

EXHIBIT B-3: CROSS SECTION OF ENGINEERING CONTROLS

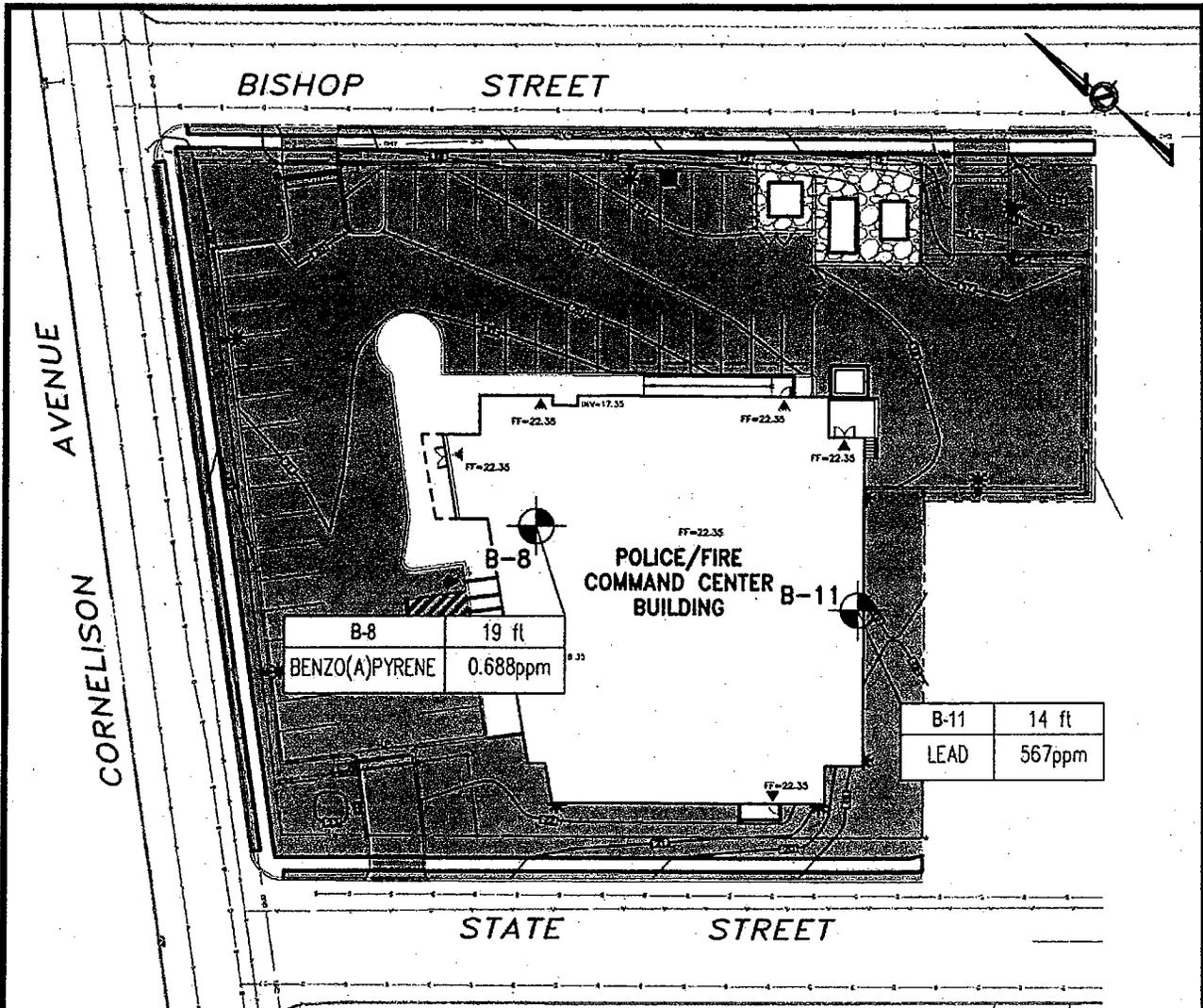
### **EXHIBIT C – NARRATIVE DESCRIPTION OF INSTITUTIONAL CONTROLS**

EXHIBIT C-1: DEED NOTICE AS INSTITUTIONAL CONTROL

EXHIBIT C-2: CONCRETE SLABS AND SIDEWALKS AS ENGINEERING CONTROL

EXHIBIT C-3: CONCRETE PAVEMENT AS ENGINEERING CONTROL

EXHIBIT C-4: LANDSCAPED SOIL AND STONE CAP AREAS AS  
ENGINEERING CONTROL



KEY:

	BORING	ELEVATION (ft)
	CONTAMINANT	CONCENTRATION ppm



MELICK-TULLY AND ASSOCIATES, P.C.

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& Environmental Consultants  
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RESTRICTED AREA MAP

DEED NOTICE  
BLOCK 2081, LOT A1.99  
JERSEY CITY, HUDSON COUNTY, NEW JERSEY  
CITY OF JERSEY CITY

JOB NO. 5177-004\*1E

FILE NO. 23339

DR. BY  
VJD

CHK. BY  
RDL

DATE  
1-30-09

SCALE  
1"=50'

EXHIBIT  
B-1

**EXHIBIT B-2**  
**RESTRICTED AREA DATA TABLE**  
**DEED NOTICE**  
**BLOCK 2081, LOTS A1.99**  
**CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY**  
**CASE #07-02-12-0902-54**

Location	Contaminant	CAS Number	Sample Elevation (feet above mean sea level)	Concentration (ppm)	NJDEP RDCSRS (ppm) (1)	NJDEP Historic Fill Database Valves (2) (ppm)	
						Maximum	Average
B-8	Benzo(a)pyrene	50-32-8	19	0.688	0.2	120	1.89
B-11	Lead	7439-92-1	14	567	400	10,700	574

*Notes:*

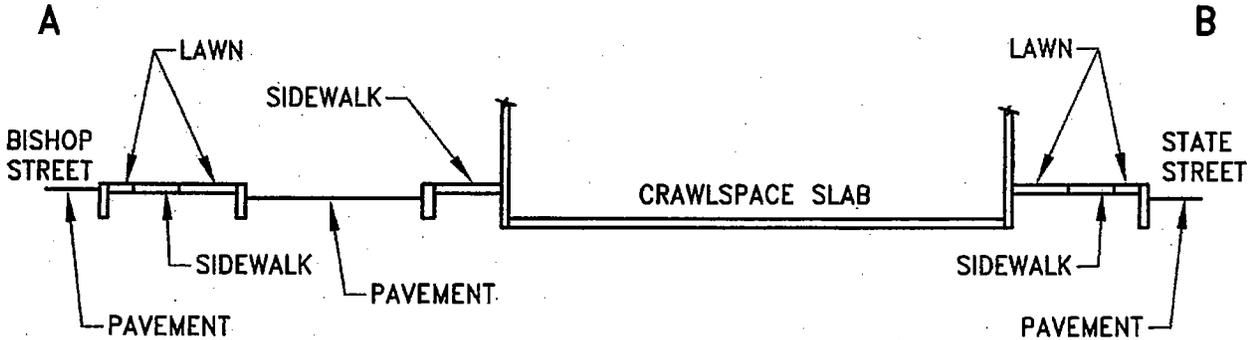
*ppm parts per million*

*(1) RDCSRS = Residential Direct Contact Soil Remediation Standards*

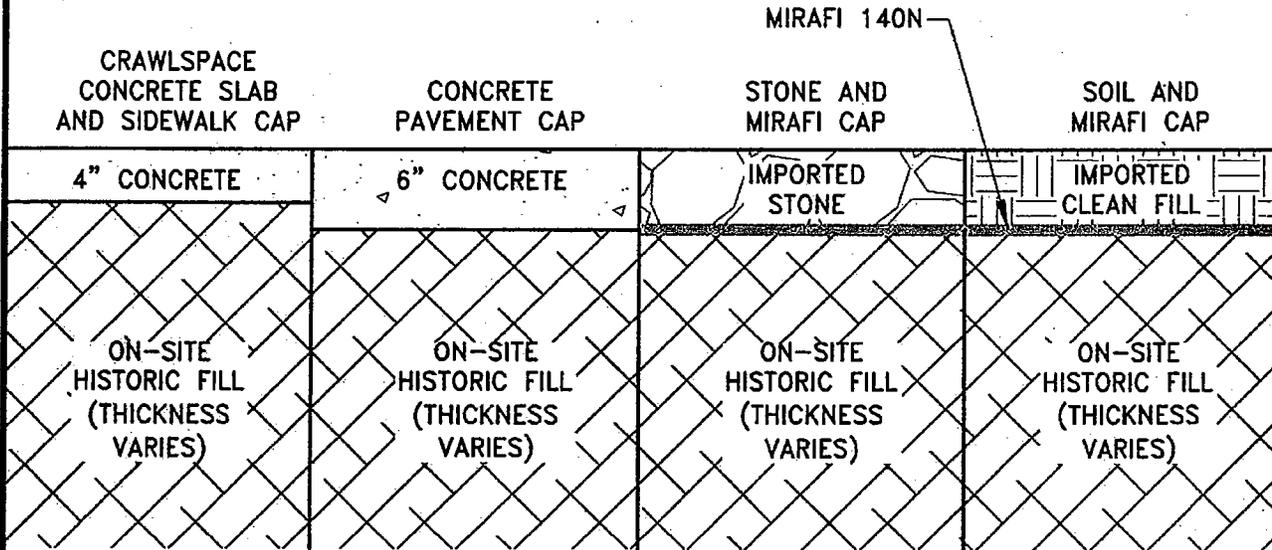
*(3) 7:26E-4.6(b) 3, Table 4-2*

# ENGINEERING CONTROLS SCHEMATIC

NOT TO SCALE



# ENGINEERING CONTROLS DETAILS



**MELICK-TULLY AND ASSOCIATES, P.C.**  
 Geotechnical Engineers  
 & Environmental Consultants  
 117 Canal Road  
 South Bound Brook, New Jersey 08880  
 (732) 356-3400

## CROSS-SECTION OF ENGINEERING CONTROLS

DEED NOTICE  
 BLOCK 2081, LOT A1.99  
 JERSEY CITY, HUDSON COUNTY, NEW JERSEY  
 CITY OF JERSEY CITY

JOB NO. 5177-004\*1E

FILE NO. 23339

DR. BY  
VJD

CHK. BY  
RDL

DATE  
1-30-09

SCALE  
NTS

EXHIBIT  
B-3

**EXHIBIT C**  
**NARRATIVE DESCRIPTION OF INSTITUTIONAL CONTROL**

- |                    |  |
|--------------------|--|
| <b>Exhibit C-1</b> | <b>Deed Notice as Institutional Control</b>                        |
| <b>Exhibit C-2</b> | <b>Concrete Slabs and Sidewalks as Engineering Controls</b>        |
| <b>Exhibit C-3</b> | <b>Concrete Pavement as Engineering Control</b>                    |
| <b>Exhibit C-4</b> | <b>Landscaped Soil and Stone Cap Areas as Engineering Controls</b> |

## EXHIBIT C-1

### Narrative Description of the Institutional Control on the Property

#### A) General Description of this Deed Notice:

- 1) The Restricted Area includes the entire Property, which is approximately a 1.04 acres in area. The existing site features are shown on Exhibit B-1, and include an existing Police/Fire Command Center building, concrete paved driveways and parking lots, and landscaped areas. The Restricted Area is affected by historic fill materials containing lead and benzo(a)pyrene at concentrations above the current NJDEP "Residential Direct Contact" Soil Remediation Standards (RDCSRS). The lead and benzo(a)pyrene concentration data is shown on Exhibit B-2.
- 2) The restrictions on the Property are described as follows:

The property has a restricted use due to the presence of lead and PAHs above the current RDCSRS. An NJDEP approved cap has been constructed to minimize potential exposure to the historic fill materials. The engineering control as described in this Deed Notice shall be properly maintained as described herein. Any proposed land disturbance on the property beyond those required to address and restore emergency conditions is subject to prior review and approval by NJDEP.

#### B) Description of Necessary Monitoring Requirements:

The Deed Notice requires biennial monitoring to determine whether:

- 1) whether any disturbances of the engineered cap in the Restricted Area resulted in the unacceptable exposure to the on-site soil contamination;
- 2) there have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;
- 3) the current land use on the Property is consistent with the restrictions in this Deed Notice;
- 4) any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and
- 5) any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

#### C) Description of the following items that will be included in the biennial certification:

- 1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;
- 2) Land use at the property is consistent with the restrictions of this Deed Notice; and

- 3) The remedial action, which includes this Deed Notice, continues to be protective of the public health and the safety of the environment.

**EXHIBIT C-2**  
**Narrative Description of the**  
**Engineering Controls on the Property**

**Concrete Slabs and Sidewalks**

A) General Description of the Engineering Control.

1) A description of the engineering control:

The existing building contains a concrete floor slab within a crawlspace. Concrete sidewalks surround the building and adjacent streets. The concrete floor slab and sidewalks are a minimum of 4 inches in thickness.

2) The objective of the engineering control:

The objective of the engineering control is to encapsulate the Restricted Area to minimize exposure to the on-site historic fill materials.

3) The intended function of the engineering control:

The engineering control will function as the crawl space floor slab and exterior sidewalks at the site.

B) Description of the operations and maintenance necessary to ensure that:

- 1) Periodic inspections of each engineering control shall be performed by a representative of the property owner to determine the integrity, operability, and effectiveness of the engineering controls;
- 2) Each inspection shall determine whether each engineering control continues as designed and intended to protect the public health and safety and the environment;
- 3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;
- 4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;
- 5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and
- 6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

C) Description of the following items that will be included in the biennial certification:

- 1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;
- 2) The engineering controls continue to operate as designed; and
- 3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

**EXHIBIT C-3**  
**Narrative Description of the**  
**Engineering Controls on the Property**

**Concrete Pavement**

**A) General Description of the Engineering Control.**

**1) A description of the engineering control:**

The existing Police/Fire Command Center facility contains concrete paved driveways and parking lots that surround the building. The concrete pavement is a minimum of 6 inches in thickness.

**2) The objective of the engineering control:**

The objective of the engineering control is to encapsulate the Restricted Area to minimize exposure to the on-site historic fill materials.

**3) The intended function of the engineering control:**

The engineering control will function as the pavement of the driveways and parking lot areas at the site.

**B) Description of the operations and maintenance necessary to ensure that:**

- 1) Periodic inspections of each engineering control shall be performed by a representative of the property owner to determine the integrity, operability, and effectiveness of the engineering controls;
- 2) Each inspection shall determine whether each engineering control continues as designed and intended to protect the public health and safety and the environment;
- 3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;
- 4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;
- 5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and
- 6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

C) Description of the following items that will be included in the biennial certification:

- 1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;
- 2) The engineering controls continue to operate as designed; and
- 3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

**EXHIBIT C-4**  
**Narrative Description of the**  
**Engineering Controls on the Property**  
**Landscaped Soil and Stone Cap Areas**

**A) General Description of the Engineering Control.**

**1) A description of the engineering control:**

The property contains landscaped soil and stone capped areas that surround the Police/Fire Command Center building and pavement. The landscaped soil areas are a minimum of 6 inches of clean fill and/or mulch with a layer of geotextile fabric (Mirafi 140N, or equivalent) placed below the clean fill/mulch layer within the landscaped portions of the site. The stone cap areas are a minimum of 6 inches of clean crushed stone with a layer of geotextile fabric (Mirafi 140N, or equivalent) placed below the clean stone portions of the site.

**2) The objective of the engineering control:**

The objective of the engineering control is to encapsulate the Restricted Area to minimize exposure to the on-site historic fill materials.

**3) The intended function of the engineering control:**

The engineering control will function as landscaped areas at the site.

**B) Description of the operations and maintenance necessary to ensure that:**

- 1) Periodic inspections of each engineering control shall be performed by a representative of the property owner to determine the integrity, operability, and effectiveness of the engineering controls;**
- 2) Each inspection shall determine whether each engineering control continues as designed and intended to protect the public health and safety and the environment;**
- 3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;**
- 4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;**
- 5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and**

- 6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.
- C) Description of the following items that will be included in the biennial certification:
- 1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;
  - 2) The engineering controls continue to operate as designed; and
  - 3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

# Jersey City Law Department Memorandum

**To:** President and Members of the Municipal Council

**From:** Raymond Reddington, Supervisory Assistant Corporation Council *R.R.*

**Subject:** **Ordinance authoring the execution of a Deed Notice imposing deed restrictions on property known as Block 2081, Lot A1.99 a/k/a 73-85 Bishop Street**

**Date:** January 18, 2012

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This Ordinance pertains to the Police and Fire Public Safety Communications Center that the City of Jersey City (City) constructed at 73-85 Bishop. Preconstruction soil testing revealed that various contaminants were present in the property's soil. The New Jersey Department of Environmental Protection (NJDEP) approved an environmental remedial action plan that permitted some of the contaminated soil to remain in certain areas of the property. Because of this reason, the NJDEP requires that the City execute and record a Deed Notice for the property.

RR/cw

cc: Brian Weller, Chief Architect

City Clerk File No. Ord. 12 -012

Agenda No. 3.D 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



# ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 12-012  
AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC)  
TITLE: ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE  
AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS)  
AMENDING THE NO PARKING SCHOOL DAYS FROM 8:00 A.M. TO 4:00 P.M. TO  
7:00 A.M. TO 4:00 P.M. ON THE WEST SIDE OF HURON AVENUE AT THE  
ENTRANCE TO THE GOLDEN DOOR CHARTER SCHOOL

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows;

Section 332-24 PARKING PROHIBITED CERTAIN HOURS  
No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
Huron Av	West	School Days	[8:00 a.m. to <u>7:00 a.m. to</u> 4:00 p.m.]	71 feet south of St. Pauls Av 100 feet south and 120 feet feet south of St. Pauls Av 60 feet south

- 2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- 3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
- 4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: The material to be repealed is in [brackets]; the new material to be inserted is underscored.

JDS:pcl  
(01.10.12)

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer 1-10-12

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

APPROVED:   
Director, Dept. of Public Works  
APPROVED:   
Business Administrator

Certification Required   
Not Required

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperation agreement:**

An ordinance supplementing Chapter 332(Vehicles and Traffic) Article III(Parking, Standing and Stopping) of the Jersey City Code amending Section 332-24(Parking Prohibited During Certain Hours) amending the No Parking School Days from 8:00 a.m. to 4:00 p.m. to 7:00 a.m. to 4:00 p.m. on the west side of Huron Avenue at the entrance to the Golden Door Charter School

**2. Name and title of person initiating the ordinance/resolution, etc.:**

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Councilwoman Lopez and Ms. Brown, Office Administrator, Golden Door Charter School.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Amend the hours for the "no parking school days" prohibition on the west side of Huron Avenue at the Golden Door Charter School from 8:00 a.m. to 4:00 p.m. to 7:00 a.m. to 4:00 p.m.

**4. Reasons (need) for the proposed program, project, etc.:**

The students at the Golden Door Charter School start classes at 7:30 a.m., therefore, the drop off area has to be cleared of parked vehicles by 7:00 a.m...

**5. Anticipated benefits to the community:**

Increased pedestrian and traffic safety

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, state, and Federal Funds to be used, as well as match and in-kind contribution:**

Only the decals will be changed on the existing no parking signs, so the cost will be minimal.

**7. Date proposed program, or project will commence:**

Pending adoption by the Jersey City Municipal Council

**8. Anticipated completion date:**

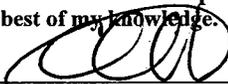
Twenty days after adoption by the Jersey City Municipal Council

**9. Person responsible for coordinating proposed program, project, etc.:**

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4492

**10. Additional comments:**

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

	<u>1-10-12</u>
Municipal Engineer	Date
	<u>1/11/12</u>
Signature of Department Director	Date



J. F. KENNEDY MEMORIAL BLVD  
(HUDSON BLVD WEST)

Golden Door  
Charter School

CONVENT  
619

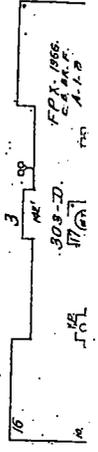
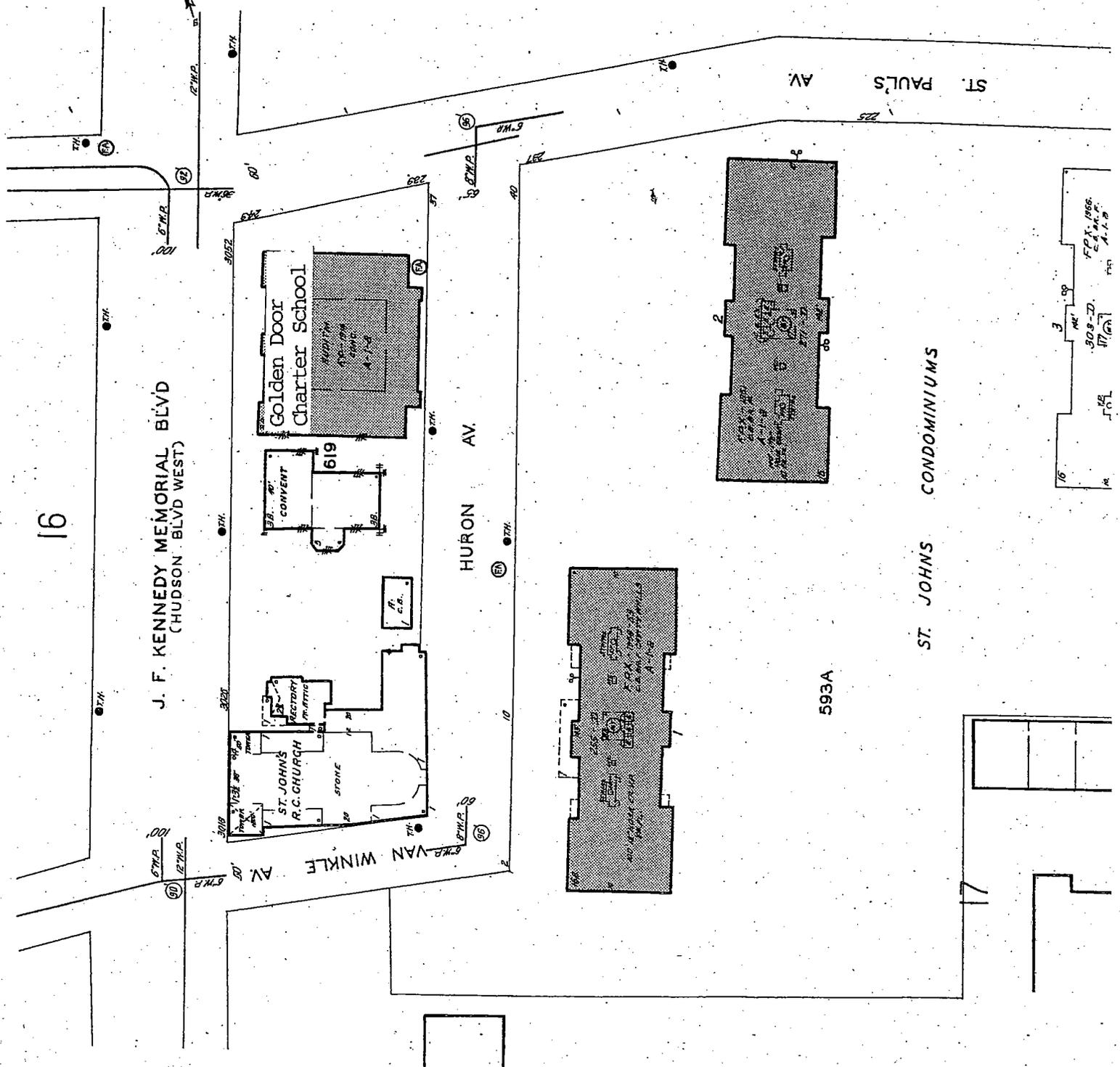
ST. JOHN'S  
R.C. CHURCH

HURON AV.

ST. PAUL'S AV.

ST. JOHN'S CONDOMINIUMS

593A



**CITY OF JERSEY CITY**  
**DEPARTMENT OF PUBLIC WORKS**  
**Division of Engineering, Traffic and Transportation**  
**MEMORANDUM**

---

**DATE:** January 10, 2012

**TO:** John Kelly, Business Administrator

**FROM:** Patricia Logan, Supervising Traffic Investigator  
Division of Engineering, Traffic and Transportation

**SUBJECT: PROPOSED ORDINANCE – HURON AVENUE  
NO PARKING SCHOOL DAYS**

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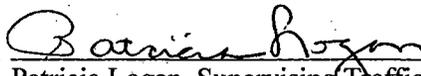
At the request of Councilwoman Lopez, on behalf of the Golden Door Charter School, attached for your review and signature is an Ordinance proposed by this Division amending the hours that parking is prohibited on the west side of Huron Avenue at the Golden Door Charter School. The hours will be changed from 8:00 a.m. to 4:00 p.m., school days to 7:00 a.m. to 4:00 p.m., school days.

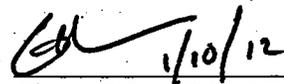
The Golden Door Charter School starts classes at 7:30 a.m., therefore, the parking prohibition at the drop off area needs to be changed from 8:00 a.m. to 7:00 a.m.

It is anticipated that this legislation will be on the Agenda for the January 25, 2012 Municipal Council Meeting.

If you have any questions, feel free to contact me at ex. 4492.

Thank you.

  
\_\_\_\_\_  
Patricia Logan, Supervising Traffic Investigator

  
\_\_\_\_\_  
Chuck F. Lee, P.E., Municipal Engineer

C: Robert Byrne, City Clerk  
Director Rodney Hadley, DPW

City Clerk File No. Ord. 12-013

Agenda No. 3.E 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



# ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 12 -013

TITLE:

**AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY CODE AMENDING ARTICLE VII (METERED PARKING) SECTION 332-48 (DESIGNATION OF PARKING SPACES) DESIGNATING THE EAST SIDE OF LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AS METERED PARKING**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article XII (Metered Parking) of the Jersey City Code is hereby supplemented as follows:

**Article VII METERED PARKING**

**Sec. 332-48 Designation of parking spaces.**

**A. On-street parking meter zones.**

Parking or standing a vehicle in a parking meter space in the on-street parking meter zones described below shall be lawful during the hours specified only upon the deposit of such amount as in indicated for each specified period of time.

**Parking Meter Zones**

Name of Street	Limits
<u>Liberty Avenue</u>	<u>East side; Newark Avenue to Van Winkle Avenue</u>

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
- The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material to be inserted is new and underscored.

JDS:pcl  
(01.04.12)

APPROVED: \_\_\_\_\_  
Director of Traffic and Transportation

APPROVED: \_\_\_\_\_ 1/6/12  
Municipal Engineer

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Director, Dept. of Public Works

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required

Not Required

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1.Full title of ordinance/resolution/cooperation agreement:**

An ordinance supplementing Chapter 332(Vehicles and Traffic) of the Jersey City Code Article II(Metered Parking) Section 332-48 (Designation of Parking Spaces) designating the east side of Liberty Avenue from Newark Avenue to Van Winkle Avenue as metered parking.

**2. Name and title of person initiating the ordinance/resolution, etc.:**

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Councilwoman Lopez and the Jersey City Parking Authority

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Designate the east side of Liberty Avenue from Newark Avenue to Van Winkle Avenue as metered parking

**4. Reasons (need) for the proposed program, project, etc.:**

Increase parking availability on the east side of Liberty Avenue between Newark Avenue and Van Winkle Avenue.

**5. Anticipated benefits to the community:**

Increase parking availability on the east side of Liberty Avenue for individuals who patronize the stores on Newark Avenue.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, state, and Federal Funds to be used, as well as match and in-kind contribution:**

The cost for the installation of the parking meters will be absorbed by the Jersey City Parking Authority

**7. Date proposed program, or project will commence:**

Pending adoption by the Jersey City Municipal Council

**8.Anticipated completion date:**

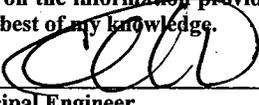
Twenty days after adoption by the Jersey City Municipal Council

**9.Person responsible for coordinating proposed program, project, etc.:**

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4492

**10. Additional comments:**

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
\_\_\_\_\_  
Municipal Engineer

1/6/12  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

**CITY OF JERSEY CITY**  
**Department of Public Works**  
**Division of Engineering, Traffic and Transportation**  
**MEMORANDUM**

---

**DATE:** January 4, 2012  
**TO:** Jack Kelly, Business Administrator  
**FROM:** Patricia Logan, Supervising Traffic Investigator  
**SUBJECT:** **LIBERTY AVENUE – PARKING METER LEGISLATION**

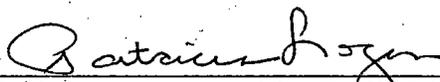
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At the request of Councilwoman Lopez and the Jersey City Parking Authority, on behalf of the Merchants along Newark Avenue, attached for your review and signature is an Ordinance proposed by this Division (for Municipal Council approval) designating the east side of Liberty Avenue from Newark Avenue to Van Winkle Avenue as a metered parking area.

It is anticipated that this Ordinance will be listed on the Agenda for the January 25, 2012 Municipal Council meeting.

Feel free to contact Patricia Logan @ ex. 4492 if you have any questions regarding this matter.

Thank you.



Patricia Logan, Supervising Traffic Investigator



Chuck F. Lee, P.E., Municipal Engineer

C: Rodney Hadley, Director, DPW  
Robert Byrne, City Clerk

**CITY OF JERSEY CITY**  
**Department of Public Works**  
**Division of Engineering, Traffic and Transportation**  
**MEMORANDUM**

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**DATE:** January 4, 2012  
**TO:** Councilwoman Nidia Lopez  
Robert Byrne, City Clerk  
**FROM:** Patricia Logan, Supervising Traffic Investigator  
**SUBJECT:** LIBERTY AVENUE – PARKING METER LEGISLATION

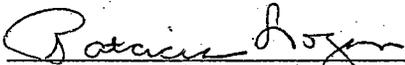
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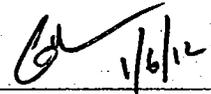
Kindly be advised, at the request of Councilwoman Lopez and the Jersey City Parking Authority, on behalf of the Merchants along Newark Avenue, this Division has proposed an Ordinance (for Municipal Council approval) designating the east side of Liberty Avenue from Newark Avenue to Van Winkle Avenue as a metered parking area.

The proposed legislation has been forwarded to the appropriate parties for the necessary signatures. It is anticipated that this Ordinance will be listed on the Agenda for the January 25, 2012 Municipal Council meeting.

Feel free to contact Patricia Logan @ ex. 4492 if you have any questions regarding this matter.

Thank you.

  
Patricia Logan, Supervising Traffic Investigator

  
Chuck F. Lee, P.E., Municipal Engineer

C: Jack Kelly, Business Administrator ✓  
Rodney Hadley, Director, DPW  
Chief Executive Officer Mary Spinello-Paretti, J.C.P.A.  
Nicholas M. Setteducato, P.E., P.P.  
Council President Brennan.  
Councilman Sottolano  
Councilman Fulop

Councilwoman Richardson  
Councilman Donnelly  
Councilwoman Massey

Councilman Lavarro  
Councilman Gaughan

VOLUME

